4.—Sri H. K. VEERANNA GOWDH (Minister for Public Works and Electricity).—

(*a*) Yes.

(*b*) No.

(*c*) Arrangements are being made to collect and send the required materials as early as possible.

PAPERS LAID ON THE TABLE.

Sri J. H. SHAMSUDDIN (Deputy Minister for Finance).—I beg to lay on the Table of the House. The Audit Report on the Accounts of the Mysore State Financial Corporation for the year ended 31st March 1961 as required under sub-section (7) of section 37 of the State Financial Corporations Act, 1961.

MYSORE LAND REFORMS BILL, 1961, AS REPORTED BY JOINT SELECT COMMITTEE CLAUSE—BY—CLAUSE CONSIDERATION-(*Contd.*)—

Mr. SPEAKER.—Clause 7. Yesterday the amendment of Sri V. S. Patil to Clause 7 was before the House.

Sri KADIDAL MANJAPPA (Minister for Revenue).—I cannot accept the amendment.

Mr. SPEAKER.—The question is:

"That the proviso to sub-clause (3) shall be deleted."

The amendment was negatived.

Mr. SPEAKER.—Amendment No. 67 is inadmisable.

The question is:

"That Clause 7, as amended, stand part of the Bill."

The motion was adopted.

Clause 7, as amended, was added to the Bill.

Clause 8. The first amendment is in the name of Sri V. S. Patil.

9-30 A.M.

Sri V. S. PATIL (Belgaum I).—I beg to move :

"That in item (*b*) of sub-clause (1) for the words 'one-fourth' and 'one-fifth' the words 'one-sixth' shall be substituted."

Mr. SPEAKER.—Amendment moved :

"That in item (*b*) of sub-clause (1) for the words 'one-fourth' and 'one-fifth' the words 'one-sixth' shall be substituted."

Sri J. B. MALLARADHYA (Nanjangud).—I beg to move.

"That in item (*b*) of sub-clause (1) for the word 'one-fourth' the word 'one-fifth' shall be substituted."

Mr. SPEAKER—Amendment moved :

"That in item (*b*) of sub-clause (1) for the word 'one-fourth' the word 'one-fifth' shall be substituted."

Sri B. G. KHOT (Sadalga).—I beg to move :

"That in item (*b*) of sub-clause (1) for the words 'one-fourth' and 'one-fifth' the words 'one-third 'and 'one-fourth' shall be substituted."

Mr. SPEAKER.—Amendment moved :

"That in item (b) of sub-clause (1) for the words 'one-fourth' and 'one-fifth' the words 'one-third' and 'one-fourth' shall be substituted."

Sri M. C. NARASIMHAN (K. G. F.).—I beg to move :

"That for item (*b*) of sub-clause (1), the following shall be substituted:—

(*b*) five times the amount payable in respect of the land or Rs. 200 per acre whichever is less and shall not be less than twice such amount."

Mr. SPEAKER.—Amendment moved :

"That for item (*b*) of sub-clause (1), the following shall be subtituted:—

(*b*) five times the amount payable in respect of the land or Rs. 200 per acre whichever is less and shall not be less than twice such amount."

†Sri V. S. PATIL.—So far as my amendment is concerned, it is based upon the ancient custom of our country in respect of cultivation of lands. Since the times of the Vedas or even before, the aim was to give the cultivator a proper share of the produce. According to our ancient custom both of Hindus as well as Muslims, the cultivator used to get five-sixths of the entire yield and one-sixths was given to the Government or the King. For this reason the Bombay Act has put up the maximum as one-sixths in the amending act. This custom was changed in the South when the intermediaries or Bhoomi Swamis came into existence. One-sixths was reduced to one-fifths and subsequently a stage was reached when it became one-fourths and at present in some parts it has gone down to half. The result of this gradual reduction in the share of the farmer has been that the yield has gone down because the cultivator has absolutely no incentive to give his best. Because of this process we have been forced to pass this legislation in order to see that there is appreciable increase in the yield of land and also to do justice to the actual cultivator. The rent should not exceed one-sixths. Similarly, I support the amendment moved by my friend Mr. Narasimhan, which is based on the Bombay Act.

(Sri V. S. Patil)

I should like to speak on another important aspect. In areas which are agriculturally backward or where the tenants or the cultivators belong to the aboriginal class or are Scheduled Castes and Tribes. Some concession ought to be shown to those people because they are placed in a peculiar bad condition and are being exploited on account of their ignorance. The Bombay Act contains some provisions to safeguard them. Unfortunately, the ruling party in this State is not prepared to show any real concession to these backward people though they are entitled to special treatment under the Constitution. In spite of it, the Government does not attempt to make a distinction between the Forward and Backward classes. My amendment is based on principle, on ancient custom and it is just.

†Sri J. B. Mallaradhya.—My amendment is that one-fourths should be reduced to one-fifths. I do not know why at the Select Committee stage, our friends agreed to the pitching rents so high as one-fourths. It should be remembered that the tenant has got to bear the entire expenses of cultivation and where two crops are raised in lands with assured sources of irrigation; it stands to reason that the tenant should get the major benefit. In areas under Krishnarajasagar and some other irrigational areas, the yield as high as 30 to 35 pallas. A landlord who does not do anything, either by way of supplying of seedgrain or fertilisers and manure—he is simply a sleeping partner—tries to get a major portion. I think the proposal that I am making is strictly in accordance with the principles of securing of what is legitimately due to the tenant. I entirely agree with my friend Mr. V. S. Patil. that this is based on ancient custom. I do not know why my friends in the Bombay area do not influence the Revenue Minister in this matter. This only confirms my lurking feeling that the Congress party is out to safeguard the interests of the landlord and that is uppermost in their mind. I also own lands, though it is not considerable, in Nanjangud and Krishnarajsagar. According to the scheme of this bill, I would not lose a single acre.

ಶ್ರೀಮತಿ ಕೆ. ಎಸ್. ನಾಗರತ್ನಮ್ಮ (ಗುಂಡ್ಲುಪೇಟೆ).—ಅವರಿಗೆ ಮನೆ ಇರುವುದು ಹೋಗುತ್ತೆ, ಬ್ಯಾಂಕಿನಲ್ಲಿರುವುದು ಹೋಗುತ್ತೆ ಎಂದರೆ ಏನಾದರೂ ಹೋಗುವುದು. ಈವಾಗ ಏನೂ ಹೋಗುವುದಿಲ್ಲ.

ಶ್ರೀ ಜೆ. ಬಿ. ಮಲ್ಲಾರಾಧ್ಯ.—ಮನೆ ಹೋದರೂ ಎರಡು ಲಕ್ಷದ ಮಿತಿಯನ್ನೂ ಮೀರುವುದಿಲ್ಲ. ಶ್ರೀಮತಿ ನಾಗರತ್ನಮ್ಮನವರು ಆರೀತಿ ಯೋಚನೆ ಮಾಡಬೇಕಾಗಿಲ್ಲ. ಮಿತಿ ಇದ್ದರೆ, ಎಲ್ಲರಿಗೂ ಬಂದರೆ, ನಮಗೂ ಬರಲಿ.

†Sri J. B. Mallaradhya.—I really consider that it would be doing justice by the tenant and if the whole scheme of the Bill is to see that the rent due from the ryot is to be fixed at the lowest possible level without sacrificing the interests of the landlord. I do not mean to suggest that in framing the Bill we as members should ignore altogether

the claims of the landlord. But what is the contribution that he makes except buy some accidental circumstance he owns the land ; that is all. Suppose tenants are not available in a particular area as it happens in some cases. In any point of view, I consider in fairness to the tenants, it should not be fixed high and if we are thinking of doing something by the tenant by this Bill, it should be fixed as low as possible and in any case in respect of wet land there is no justification and in respect of dry land, what does he get. Looked at from any point of view, I consider that it should be reduced to one-fifth in both cases.

†Sri V. SRINIVASA SHETTY (Coondapur).—I do not know why one-fourth should be allowed to the irrigated lands and one-fifth to other lands? There is a slight mistake on our part. Suppose the income on irrigated land is 10 pallas, the lowest, for two crops, it will be 20 pallas. One-fourth of it is 5 pallas, If it is only one crop, it is 2½ pallas, If it is one-fifth, for two crops it is 20 and one-fifth of it is 4 pallas. Anyhow in each crop he gets one-fifth. It there is only one crop, he gets one-fifth; if there are two crops, he gets double that. If there is only one crop the landlord gets only one-fifth. The tenant is going to suffer in a land which is more fertile than in a land which is less fertile because he is going to give a bigger proportion. Ultimately it is the tenant who is going to suffer. As my friend said, the landlord is not contributing anything. The only argument that I hear is, it is more fertile land and hence more percentage is to be given. That is why we have committed a mistake.

Sri KADIDAL MANJAPPA.—With open eyes, both of us are committed to the provision now.

Sri V. SRINIVASA SHETTY.—With open eyes we have blundered into this. It is a little inconsistent, incongruous, illogical.

Sri KADIDAL MANJAPPA.—In the scheme of the Bill, even when we thought of calculating the income, we have said that for the purpose of compensation and other matters in the case of irrigated land, 50 per cent of the gross produce should be the income and in the case of non-irrigated land, 33 1/3 per cent of the gross produce should be the income. Therefore, there is no mistake.

Sri V. SRINIVASA SHETTY.—The whole thing is a pure estimate. This is a Bill which is supposed to help the poor tenant. Actually, whether it helps or not I have no idea. The Revenue Minister is supposed to advocate the cause of the tenant. I appeal to him that it is very unfair. How far anybody is going to be helped, we do not know. That is why I am appealing to him. The difficulty is, the tenants in these areas are hit harder than the tenants in other areas. There is no justification to treat these landlords in a better way than others. Hence, in the interests of the tenants which we are supposed to safeguard, I appeal to the Minister to accept this amendment.

ಶ್ರೀ ಬಿ. ಜಿ. ಜೋತ್ (ಸಾದಲಗ).—ಟೆನೆಂಟ್ ಕೊಡುವ ರೆಂಟು one-fourth, one-fifth ಬದಲು, one-third, one-fourth ಆದರೂ ಇರಬೇಕು. such rent shall not exceed one-fourth of the gross produce ಎಂದು 8 (*b*) ನಲ್ಲಿದೆ. 8 (2) (*a*) ನಲ್ಲಿ

> " the gross produce per acre in any area of any land in each local area specified by the state Government by notification, shall be the average yield for that year of the principal crops grown on that class and grade of land in that local area published under sub-section (4);"

ಎಂದಿದೆ. ಯಾರಯಾರ ಭೂಮಿಯಲ್ಲಿ ಹೆಚ್ಚು ಬೆಳೆಯುತ್ತದೆ, ಯಾರಯಾರ ಭೂಮಿಯಲ್ಲಿ ಕಡಿಮೆ ಬೆಳೆಯುತ್ತದೆ ಎಂದು ನಿರ್ಧಾರಮಾಡಿ ರೆಂಟ್ ಫಿಕ್ಸ್ ಮಾಡುವುದಕ್ಕಾಗುವುದಿಲ್ಲ. ಒಂದು ಎಕರೆ ಜಮೀನಿನಲ್ಲಿ ಹೆಚ್ಚು ಬೆಳೆಯಬಹುದು, ಒಂದು ಎಕರೆ ಜಮೀನಿನಲ್ಲಿ ಕಡಿಮೆ ಬೆಳೆಯಬಹುದು. ಹೀಗಿರುವಾಗ why should one suffer on account of others. ಟೆನೆಂಟು ರೆಂಟು ಹೆಚ್ಚು, ಲ್ಯಾಂಡ್ ಲಾರ್ಡ್ ರೆಂಟ್ ಕಡಿಮೆ ಎಂದು ಹೇಳಿದರೆ, ಟ್ರಿಬ್ಯೂನಲ್ ವೆರಿಫೈ ಮಾಡಿ ಆವರೇಜ್ ತೆಗೆದು ಡಿಸ್ಪ್ಯೂಟ್ ಇತ್ಯರ್ಥಮಾಡಬೇಕು. That will be a wrong method of calculating. ಈಗ ಆಂಧ್ರದೊಳಗೆ 40 ಪರ್ಸೆಂಟ್ ಅಫ್ ದಿ ಗ್ರಾಸ್ ಪ್ರೊಡ್ಯೂಸ್ ಎಂದಿದೆ. ಮದ್ರಾಸಿನಲ್ಲಿ 35 ಪರ್ಸೆಂಟ್ ಎಂದು ಹೇಳಿದೆ. ನಮ್ಮ ಸ್ಟೇಟಿನೊಳಗೆ 20 ಪರ್ಸೆಂಟ್ ಎಂದು ಇಡುತ್ತೀರ. Thus there is vast defference ಈಗಿರುವ ಪ್ರಕಾರ the landlord will be put to loss. ಕ್ಲಾಸ್ 10ರಲ್ಲಿ ಲ್ಯಾಂಡ್‌ಲಾರ್ಡ್ ಮೇಲೆ ಲಯಬಲಿಟಿ ಹಾಕಿದ್ದೀರಿ.

> Sub-clause (*b*) of Clause 10 says : " the landlord shall be responsible for the payment of the land revenue, water rate, and all other taxes, cesses or fees payable to the Government in respect of the land.

ಲ್ಯಾಂಡ್ ಲಾರ್ಡನ್ನು ಟ್ಯಾಕ್ಸುಗಳಿಂದಲೂ ಖುಲಾಸೆ ಮಾಡಿಲ್ಲ ಲ್ಯಾಂಡ್ ಲಾರ್ಡ್ ಸಬ್ಲಾಸಿನಲ್ಲಿರುವ ಟ್ಯಾಕ್ಸುಗಳನ್ನೆಲ್ಲಾ ಕೊಡಬೇಕು. ಗ್ರಾಸ್ ಪ್ರಾಡ್ಯೂಸ್‌ನಲ್ಲಿ one-fifth ತೆಗೆದು ತೊಳ್ಳಬೇಕು. ಇಷ್ಟಾದರೆ, ಲ್ಯಾಂಡ್ ಲಾರ್ಡಿನ ಶೇರಿಗೆ ಎಷ್ಟು ಬರುತ್ತದೆ. ಲ್ಯಾಂಡ್‌ಲಾರ್ಡ್ ಇಷ್ಟು ಬರ್ಡನನ್ನು ಯಾತರ ದೆಶೆಯಿಂದ ತೆಗೆದುಕೊಳ್ಳಬೇಕು.

There should be some fair justice between the landlord and the tenant.

ಇದರಲ್ಲಿ ಆ ರೀತಿ ನ್ಯಾಯ ದೊರಕುತ್ತಿಲ್ಲ ಮತ್ತು ಸ್ಯಾಟಿಫಿಕ್ ಆಗಿಯೂ ಇಲ್ಲ. ಇದು ಯಾವುದೂ ಸರಿಹೋಗುವುದಿಲ್ಲ. ಆದ್ದರಿಂದ ಇದರಲ್ಲಿ one-third ಆಥವಾ one-fourth ಎಂದಿದ್ದರೆ ಸರಿಹೋಗುತ್ತದೆ.

†Sri M. C. NARASIMHAN.—Sir, firstly, in my amendment there is some slight typing error. What was suggested was " assessment " and not " amount ". It ought to be five times the asssesement ; that was taken from the Bombay Act. This 1/4th or 1/5th as envisaged in the section, is rather vague. The object is that the tenant must be able to determine himself the exact amount of rent that he should deliver. If it is a specific multiple of the land revenue assessment, it is a known thing and it is easy to the tenant to know. He need not depend upon the declaration made by the Government ; that itself will take a considerable time. Sir, this percentage of the gross produce was in the Bombay Act previously, but advisedly they have amended it and made it a multiple of the assessment. That is about the amendment.

Then, Sir, I have no objection if, in addition to this, the tenant is required to pay the land revenue and the other cesses as required in the Bombay area. Let it not be said, I have proposed something which is very different from the existing Bill or the Bombay Act. Sir, the other thing is, in sub-clause (2), the gross produce per acre should be according to the local area. The local area is not defined ; it may be a district or a hobli or a taluk ; we do not know what it would be. It is a matter purely left to the discretion of the officer of the Government. This would be a serious matter. I feel that it would be preferable to treat local area as a Hobli because it would be one administrative unit. Mr. Khot pointed out that if the average, it would cause great hardship. To limit all these difficulties, a Hobli may be treated as the local area. In this respect, I fully endorse the amendment suggested by my friend Sri V. S. Patil.

So far as the proviso is concerned, it is realy objectionable. This is certainly unfair when we are enacting a uniform legislation. In the matter of right of resumption or ceiling or any other provision, we are making a uniform provision. We are not taking into account the existing provision of the Bombay Tenancy Act. On the other hand, we are saying that it should be uniform. So, I fail to see the reason why you treat the different areas differently. This will be a rent for years to come ; it will not be for a short period. Really, this should not have been allowed and I am of the definite view that, that proviso should go.

Mr. SPEAKER.—Now, we will rise and meet after half-an-hour.

The House adjourned for recess at Ten of the Clock and reassembled at Forty Minutes past Ten of the Clock.

[Mr. SPEAKER in the Chair.]

† ಶ್ರೀಮತಿ ಕೆ. ಎಸ್. ನಾಗರತ್ನಮ್ಮ.—ಮಾನ್ಯ ಅಧ್ಯಕ್ಷರೇ, ಈಗ ಮಾನ್ಯ ಜ್ಯೋತ್ರವರು ತಂದಿರತಕ್ಕ ತಿದ್ದುಪಡಿಯನ್ನು ನಾನು ಸಂಪೂರ್ಣವಾಗಿ ಅನುಮೋದಿಸುತ್ತ, ಅವರು ಸೂಚಿಸಿರತಕ್ಕ "ಮೂರನೇ ಒಂದುಭಾಗ ಮತ್ತು ನಾಲ್ಕನೇ ಒಂದುಭಾಗ" ಪತಕ್ಕೆ ಇರಬೇಕೆಂಬ ಬಗ್ಗೆ ನಾನು ಕಾರಣಗಳನ್ನು ಸೂಚಿಸಲು ಕೆಲವು ಮಾತುಗಳನ್ನಾಡಬಯಸುತ್ತೇನೆ. ಈಗಾಗಲೇ ಈ ಚಿನೆಂಟ್ಸ್ ಕಲ್ತವೇಟರುಗಳಲ್ಲರತಕ್ಕ ಜಮೀನನ್ನು ರಿಸ್ಯೂಂ ಮಾಡತಕ್ಕ ನಂದರ್ಭದಲ್ಲಿ ಯಾರು ಅರ್ಮಿಯಲ್ಲಿ ಕೆಲಸ ಮಾಡುತ್ತಿದ್ದಾರೋ ಅಂಥವರಿಗೂ ಮೈನರ್ ಮಕ್ಕಳಿಗೂ, ಅವಿವಾಹಿತರಾಗಿರುವ ಹೆಣ್ಣುಮಕ್ಕಳಿಗೂ ಮತ್ತು ವಿಧವೆಯರಿಗೂ. ಅಂಗಹೀನರಿಗೂ, ಒಂದು ವಿನಾಯಿತಿ ಇರಬೇಕೆಂದು ಒಂದು ತೀರ್ಮಾನ ತೆಗೆದುಕೊಂಡಿದ್ದಾಯಿತು. ಇಷ್ಟು ಜನರೂ ತಮ್ಮ ಭೂಮಿಯನ್ನು ಗೇಣಿಗೆ ಕೊಡಬಹುದೆಂದು ಒಂದು ವಿನಾಯಿತಿ ಕೊಟ್ಟು ಹೀಗೆ ತಾವು ಅವರಿಗೆ ಒಂದು ಕೈಲ ಕೊಟ್ಟ ವಿನಾಯಿತಿಯನ್ನು ಮತೊಂದು ಕೈಯಿಂದ ಕಸಿದುಕೊಳ್ಳುವಂತೆ ಈ ಕ್ಲಾಜಿನಲ್ಲಿ ನಮೂದಿಸಲಾಗಿದೆ. ಕ್ಲಾಜ್ (8)(ಬ) ನಲ್ಲಿ ಹೇಳಿರತಕ್ಕ ಈ ನಾಲ್ಕನೇ ಒಂದಂಶ ಮತ್ತು

(ಶ್ರೀಮತಿ ಕೆ. ಎಸ್. ನಾಗರತ್ನಮ್ಮ)

ಐದನೇ ಒಂದಂಶ ಎಂತ ಹೇಳಿರುವುದು ನಶ್ವಥ ನ್ಯಾಯವಾದ್ದಲ್ಲ. ಜಮೀನ್ದಾರರಿಗೂ, ವೈದ್ಯಕೀಯ ಸಾಕಯರ್ಾದ ಅಗತ್ಯ, ಅವರ ಮಕ್ಕಳಿಗೆ ವಿಧ್ಯಾಭ್ಯಾಸ ಅಗತ್ಯ, ಮನೆಬಾಡಿಗೆ ಇತ್ಯಾದಿಗಳ ಖರ್ಚುಗಳಿರುತ್ತವೆ. ಅಷ್ಟಕ್ಕೆಲ್ಲ ಈ ಆದಾಯ ಸಾಕೇನು ? ಇದನ್ನು ಮಾನ್ಯ ಸಚಿವರು ಯಾವ ಆಧಾರದಮೇಲೆ ನಿರ್ಧಾರ ಮಾಡಿದರೋ ಅದು ನನಗೆ ಗೊತ್ತಾಗುತ್ತಿಲ್ಲ ಇನ್ನು ಮುಂದೆ ಈ ಜಮೀನುಗಳಿಗೆ ಹೆಣ್ಣುಮಕ್ಕಳು ಮಾಲೀಕರಾದನಂತರ ಈ ಜಮೀನುಗಳಿಗೆ ಕಂದಾಯ, ಇತರ ಸಸ್ಸುಗಳು ವಾಟರ್‌ರೇಟ್ ಇತ್ಯಾದಿಗಳನ್ನೆಲ್ಲ ತೆರಬೇಕಾಗಿರುತ್ತದೆ. ಆದರೆ ಈಗಾಗಲೇ ಮಾತನಾಡಿದ ಶ್ರೀಮಾ ಮಲ್ಲಾರಾಧ್ಯರೂ ಎ. ಎಸ್. ಪಾಟೀಲ್‌ರವರು ಏನು ಈ ವಿಚಾರದಲ್ಲಿ ವಾದಮಾಡಿದ್ದಾರೋ ಅದು ನನಗೆ ಹಿಡಿಸುವುದಿಲ್ಲ. ಅವರೆಲ್ಲ ಗೇಣೀದಾರರ ವಿಚಾರದಲ್ಲಿ ಹರಿತ್ಚಂದ್ರನ ಮೊಮ್ಮಕ್ಕಳಿದ್ದಂತೆಯೂ–ಜಮೀನ್ದಾರರ ವಿಚಾರದಲ್ಲಿ ವಿಶ್ವಾಮಿತ್ರರಿದ್ದಂತೆಯೂ ಮಾತನಾಡಿದ್ದಾರೆ. ಇವರು ಮಾತನಾಡಿರುವುದನ್ನು ನೋಡಿದರೆ ಇವರೇ ಆ ಗೇಣೀದಾರರನ್ನೆಲ್ಲ ಬದುಕಿಸಲು ಹೊರಟಿರುವಂತೆ ಕಾಣುತ್ತದೆ. ಆದರೆ ಅವರ ವಾದವನ್ನೇ ತೆಗೆದುಕೊಂಡರೆ ಒಬ್ಬ ಪ್ಲೀಡರನು ಸತ್ತರೆ ಆತನ ಹೆಂಡತಿ ಪ್ಲೀಡರಾಗಲು ಸಾಧ್ಯವಿಲ್ಲ. I.C.S. ಅಧಿಕಾರಿ ಸತ್ತರೆ ಆತನ ಹೆಂಡತಿಗೆ ಪೆರ್ಪಸ್ ಬರುತ್ತೆ. ಈ ಇಬ್ಬರಲ್ಲಿ ಒಬ್ಬರ ಇಕ್ಕಂಗೆ ಸೀಲಿಂಗೆ ಇರಬೇಕಂತೆ! ಇನ್ನೊಬ್ಬರ ಇಕ್ಕಂಗೆ ಸೀಲಿಂಗ್ ಬೇಕಾಗಿಲ್ಲವಂತೆ! ಇದು ಯಾವ ನ್ಯಾಯವೋ ನನಗೆ ಅರ್ಥವಾಗುತ್ತಿಲ್ಲ. ಆದಕಾರಣ ಈಗೇನು ಶ್ರೀ ಖೋತರು ಈ ಒಂದು ತಿದ್ದುಪಡಿ ತಂದಿದ್ದಾರೆ ಅದನ್ನು ಸರ್ಕಾರದವರು ಒಪ್ಪಿಕೊಂಡು ಅವರಿಗೂ ಒಂದು ಪ್ರೊಟೆಕ್ಷನ್ ಕೊಡಬೇಕಾದ್ದು ಅತ್ಯಗತ್ಯ. ಅವರಿಗೂ ಸ್ವಲ್ಪ–ಅನ್ನ–ನೀರಿಗೆ ಅವಕಾಶವಿರಲಿ. ಮೂರುಕಾಳು ಭತ್ತ ಅವರಿಗೆ ದೊರೆಯುವಂತಾಗಲಿ. ಅವರಿಗೆ ಬರತಕ್ಕ ವರಮಾನವನ್ನೇನೂ ಅವರು ಕಬ್ಬಿಣದ ಪೆಟ್ಟಿಗೆಯಲ್ಲಿ ಒಟ್ಟಿಡುವುದಿಲ್ಲ. ಅವರಿಗೂ ಅವರ ಮಕ್ಕಳ ವಿಧ್ಯಾಭ್ಯಾಸ–ವೈದ್ಯ ಸೌಕರ್ಯ ಇತ್ಯಾದಿಗಳ ಅನೇಕ ಖರ್ಚುಪೆಚ್ಚುಗಳಿರುತ್ತವೆ. ಅವರ ಮಕ್ಕಳೂ ಮುಂದೆ ಓದಿ ಇಂಥ ಸಭೆಗಳಿಗೆ ಸದಸ್ಯರಾಗಿ ಬರಲು ಅವರಿಗೂ ಒಂದು ಅವಕಾತವಿರಲಿ. ಈ ಕಾರಣಗಳಿಂದ ಈ ತಿದ್ದುಪಡಿಯನ್ನು ಸರ್ಕಾರದವರು ಅಂಗೀಕರಿಸಬೇಕೆಂದು ಕೇಳಿಕೊಳ್ಳುತ್ತೇನೆ.

† ಶ್ರೀ ಪಿ. ಜಿ. ಸಿದ್ದಾಂತಿ (ಮುದ್ದೇ ಬಿಹಾಳ್).—ಅಧ್ಯಕ್ಷರೇ ಈಗ ಈ ವಿಚಾರದಲ್ಲಿ ಏನು ಸಭೆಯಮುಂದೆ 4-5 ತಿದ್ದುಪಡಿಗಳು ಬಂದಿವೆಯೋ ಇವುಗಳನ್ನೆಲ್ಲ ನಾನು ಸಂಪೂರ್ಣವಾಗಿ ವಿರೋಧಿಸುತ್ತೇನೆ. ನಾನು ಏತಕ್ಕೆ ವಿರೋಧಿಸುತ್ತೇನೆಂಬುದಕ್ಕೆ ಕಾರಣಗಳನ್ನೀಗ ಹೇಳುತ್ತೇನೆ. ಶ್ರೀಮಾ ನರಸಿಂಹರವರು ಮುಂಬೈ ವಿಚಾರ ತೆಗೆದುಕೊಂಡು ಅಲ್ಲಿ ಕಂದಾಯದ ವರಡರಷ್ಟರಿಂದ ಐದರಷ್ಟು ಇರುವಂತೆ ಕೆಲವು ಭಾಗಗಳನ್ನು ಅವರಿಂದ ಕಾಪಿ ಮಾಡಿಕೊಂಡಿದ್ದಾರೆಂದು ಹೇಳಿದರು. ಈಗ ನಾನು ಹೇಳುತ್ತೇನೆ. ಇದೇ ನಮ್ಮ ಮುಖ್ಯಮಂತ್ರಿಗಳ ಕ್ಷೇತ್ರದಲ್ಲಿ ಅಲ್ಲಯ ಅಸಿಸ್ಟಂಟ್ ಕಮೀಷನರು ಅಲ್ಲಿ ಕಂದಾಯ ಜಾಸ್ತಿ ಇರುತ್ತೆ, ಅದರ ಮೂರು ಸಟ್ಟಾಗೇ ಕೊಡಬೇಕೆಂದು ಈಗಾಗಲೇ ಆರ್ಡರ್ ಮಾಡಿದ್ದಾರೆ. ಈ ವಿಚಾರ ಅವರಿಗೆ ಗೊತ್ತಿಲ್ಲದೇನೋ ಏನೋ ಈಗ ಈರೀತಿ ಇಲ್ಲಿ 5 ಪಟ್ಟು ಎಂತ ಬರೆದಿವ್ವಾರೆ. ಮುಂಬೈ ವಿಚಾರ ಮುಖ್ಯಮಂತ್ರಿಗಳಿಗೆ ಚೆನ್ನಾಗಿ ಗೊತ್ತಿದೆ. ಕೆಲವು ಪ್ರದೇಶಗಳ ಕಂದಾಯದ ವಿಚಾರ ಇಲ್ಲಿ ಈಗ ಏನು ಹೇಳಿದ್ದಾರೋ ಅದು ಇಲ್ಲಿಗೆ 50–60 ವರ್ಷಗಳ ಹಿಂದಿನದೆ. ಆದರೆ ಈಗಿನ ಕಾಲಕ್ಕೆ ಅಲ್ಲ ಉಳುವ ಭೂಮಿ ಎಷ್ಟಿದೆ, ಅದರಲ್ಲಿ ಬೆಳೆ ಏನು ಬರುತ್ತ ಎಂಬ ಅಂದಾಜು ಒಂದನ್ನು ಇವರು ಮಾಡಿದಂತೆ ಕಂಡುಬರುತ್ತಿಲ್ಲ. ಈದಿವಸ ಹಿಂದೆ ಕೆಲವು ಕಡೆ ಎಲ್ಲಿ ಹುರುಳಿ ಬತ್ತುತ್ತಿದ್ದರೋ ಅಲ್ಲಿ ಈಗ ಸಜ್ಜಿಂಗಾ ಬೆಳೆಯಲಿಕ್ಕೆ ಹಚ್ಚಿದ್ದಾರೆ. ಈದಿವಸ ಆ ಹಿಂದೆ 50–60 ವರ್ಷಗಳಲ್ಲಿದ್ದ ಕಂದಾಯಮೇಲೆ ಇದನ್ನು ಇಷ್ಟುಪಟ್ಟು ಎಂತ ನಿರ್ಧರಿಸುವುದು ನ್ಯಾಯವಾದುದಲ್ಲ. ಭೂಮಿ ಹಿಂದಿದ್ದಂತೆಯೇ ಈಗಲೂ ಇದೆ ಎಂಬುದಕ್ಕೆ ಕಾರಣಗಳಿಲ್ಲ. ಇನ್ನುಮುಂದೆ ಪಣ್ಣು ಹಿಡುವಳಿ

ದಾರರಲ್ಲಿ ಹೆಣ್ಣುಮಕ್ಕಳೂ ಸೇರುತ್ತಾರೆ. ಅವರಿಗೆ ಮುಂದೆ ಕೊಡತಕ್ಕ ಗೇಣಿ ವಿಚಾರದಲ್ಲಿ ಹೆಚ್ಚುಕಡಮೆ ಆಗಬಹುದು. ಈಗ ಕಂದಾಯದ 5 ರಷ್ಟು ಗೇಣಿ ಕೊಡಬೇಕೆಂದು ಇಲ್ಲಿ ಹೇಳಿದ್ದಾರೆ. ಮುಂದೆ ರೀಸೆಟಲ್‌ಮೆಂಟ್ ತಿದಾಗ ಈ ಗೇಣಿ ದುಪಟ್ಟು–ತಿಪ್ಪಟ್ಟು ಆಗಬಹುದು. ಆದರೆ ಹೊಲದ ಬೆಳೆ ಒಂದೇ ಆಗಿರುತ್ತೆ. ಹೀಗಿರುವಾಗ ಇಲ್ಲಿ ಈಗ ಸೂಚಿಸಿರುವ ತಿದ್ದುಪಡಿಯಲ್ಲಿ ಯಾವುದು ಸರಿ–ಯಾವುದು ಸರಿಯಲ್ಲ ಎಂಬುದೇ ಗೊತ್ತಾಗುತ್ತಿಲ್ಲ. ಜತ್ತ ಸಮಿತಿ ವರದಿಯಲ್ಲಿ ಈ ಬಗ್ಗೆ ಏನು ಬರೆದಿದ್ದಾರೆಂದರೆ: ಕಂದಾಯದ ದಾಪಾಷದಮೇಲೆ ಗೇಣಿ ನಿರ್ಧರಿಸುವುದು ಸರಿಯಲ್ಲ ಎಂತ ಹೇಳಿದ್ದಾರೆ. ಹೀಗಿರುವಾಗ ಒಂದುಕಡೆ ನಾಲ್ಕನೇಒಂದು ಅಂಶ ವೆಂತಲೂ, ಇನ್ನೊಂದುಕಡೆ ಐದನೇ ಒಂದಂಶ ಎಂತಲೂ ಹೇಗೆ, ಯಾವ ಆಧಾರದಮೇಲೆ ಇದನ್ನು ಹೇಳಿದ್ದಾರೋ ಅದು ನನಗೆ ಅರ್ಥವಾಗುತ್ತಿಲ್ಲ. ಹಿಂದೆ ಮುಂಬೈನಲ್ಲಿ ಕಂದಾಯದ ನಚಿವರು ಕಂದಾಯದ 5 ಪಟ್ಟು ಎಂತ ಯಾವಾಗ ಮಾಡಿದರು–ಏತಕ್ಕೆ ಹಾಗೆ ಮಾಡಿದರು ಎಂದರೆ ಮುಂದೆ ಇದು ಅದರೊಂದಂಶ ಆಗಬಹುದೆಂಬ ಅಂದಾಜಿನಮೇಲೆ ಮಾಡಿದರು. ಆಗ ರೈತನೇ ಸರ್ಕಾರಕ್ಕೆ ಏನು ಕೊಡಬೇಕು, ಗೇಣೀ ಏನು ಕೊಡಬೇಕು ಎಂಬುದನ್ನೆಲ್ಲ ನೋಡಿ ಕೊಂಡು ಮಾಡಿದ್ದರು. ಆದರೆ ಈ ದಿವನ ಭೂಮಾಲೀಕನೇ ಈ ಕಂದಾಯ ಸೆಸ್, ವಾಟರ್–ರೇಟ್ ಇತ್ಯಾದಿಗಳನ್ನೆಲ್ಲ ಕೊಡಬೇಕೆಂಬುದಾಗಿ ಕ್ಲಾಜ್ 10 ರಲ್ಲಿ ಹೇಳಿದೆ. ಆದರೆ ಈ ಕ್ಲಾಜಿಗೆ ಯಾರೂ ತಿದ್ದುಪಡಿ ತಂದಿಲ್ಲ.....

ಈಗ ಇರತಕ್ಕ 32ನೇ ಕಲಮಿಗೆ ತಿದ್ದುಪಡಿಯನ್ನು ಯಾರೂ ತಂದಿಲ್ಲ. ಇದರಲ್ಲಿ ಏನಾಗಿದೆ ಎಂದರೆ ಬೆಟರ್‌ಮೆಂಟ್ ಕಾಂಟ್ರಿಬ್ಯೂಷನ್ ಹಾಕಿದರೆ ಪರ್ಮನೆಂಟ್ ಟೆನಂಟ್ ಇರದೇ ಇದ್ದರೆ ಈ ಹಣವನ್ನು ಭೂಮಾಲಿಕ ಕೊಡಬೇಕಾಗುತ್ತದೆಂದು, ಮತ್ತು ಪರ್ಮನೆಂಟ್ ಟೆನಂಟ್ ಆಗಿದ್ದರೆ ರೈತನೇ ಕೊಡಬೇಕೆಂದೂ ಮೂಲ 37ನೇ ಕ್ಲಾಜಿನಲ್ಲಿ. ಏನು ಮೊದಲು ಇದ್ದಿತೋ ಅದನ್ನು ಜಾಯಿಂಟ್ ಸೆಲೆಕ್ಟ್ ಕಮಿಟಿಯವರು ತಿದ್ದುಪಡಿ ಮಾಡಿ ಈಗ ಕ್ಲಾಜು 32ನ್ನು ಇಟ್ಟಿದ್ದಾರೆ. ತಿದ್ದುಪಡಿಯಾದ ಕ್ಲಾಜಿನ ಪ್ರಕಾರ ಭೂಮಾಲಿಕನೇ ಕೊಡಬೇಕಾಗುತ್ತದೆ. ಇದಕ್ಕೆ ಸಂಬಂಧಪಟ್ಟ 47ನೇ ಕ್ಲಾಜಿನ ಬಗ್ಗೆ ಸರಿಯಾಗಿ ವಿಚಾರ ಮಾಡಿಲ್ಲವೆಂದು ಕಾಣುತ್ತದೆ.

ಶ್ರೀ ಜೆ. ಬಿ. ಮುಲ್ಲಾರಾಧ್ಯ.—ನಾನು ಒಂದು ಅಮೆಂಡ್‌ಮೆಂಟ್ ಕೊಟ್ಟಿದ್ದೇನೆ. ಯಾರೂ ತಿಳಿಸಿಲ್ಲ ಎಂದು ಹೇಳಬೇಡಿ.

ಶ್ರೀ ಪಿ. ಜಿ. ಸಿದ್ಧಾಂತಿ.—ಇನ್ನು ಪರಿಹಾರದ ವಿಚಾರದಲ್ಲಿ ಒಂದು ಅಂಶವನ್ನು ತಮ್ಮೆಲ್ಲರ ಗಮನಕ್ಕೆ ತರಬೇಕಾಗಿದೆ. ಮೂಲ ಕಾನೂನದಲ್ಲಿ ಗೇಣಿಯ 15 ಪಟ್ಟು ಪರಿಹಾರ ಕೊಡಬೇಕೆಂದಿದೆ. ಅದು ಈಗ ಕಂದಾಯದ 5 ಪಟ್ಟು ಹೇಗೆ ಆಯಿತು? ಇದರ ಪ್ರಕಾರ ಗೇಣಿ ಪರಿಹಾರಧನ 75 ಪಟ್ಟು ಆಯಿತು. ಮುಂಬಯಿ ಕಾನೂನದಲ್ಲಿ ಏನು ಇದೆಯೇ ಅದನ್ನು ನೋಡದೇ ಈರೀತಿ ಮಾಡಿದ ಹಾಗೆ ಕಾಣುತ್ತದೆ. ಮುಂಬಯಿ ಗೇಣಿ ಶಾಸನದಲ್ಲಿ ಗೇಣಿಯ ಮೇಲೆ ಪರಿಹಾರಧನವನ್ನು ಗೊತ್ತುಮಾಡಲಾಗಿದೆ. ಕಂದಾಯದ ಪ್ರಮಾಣದ ಮೇಲೆ ಪರಿಹಾರಧನವನ್ನು ಕೊಡುವ ದಾದರೆ ಅದು ಕಂದಾಯದ 200 ಪಟ್ಟು ಕೊಡಬೇಕೆಂದು ಇದೆ. ಅದನ್ನು ಬಿಟ್ಟು ಈಗ 75 ಪಟ್ಟು ಅಷ್ಟೇ ಕೊಡಬೇಕೆಂದು ಮಾಡಲಾಗಿದೆ. ಮುಂಬಯಿ ಕಾನೂನು ರಚಿಸುವಾಗ ಇದನ್ನು ಪರಿಶೀಲಿಸಿ ಮಾರ್ಕೆಟ್ ಪ್ರೈಸ್ ಶೇಕಡ 50 ರಷ್ಟು ಕೊಡಬೇಕು. ಇಲ್ಲವೆ ಕಂದಾಯದ 200 ಪಟ್ಟು ಎಂದು ಹಾಕಿದ್ದಾರೆ. ಕಂದಾಯದ 200 ಪಟ್ಟು ಪರಿಹಾರವೆಂದು ಇರಬೇಕಾದ್ದನ್ನು ಬಿಟ್ಟು 75 ಪಟ್ಟು ಇರುವುದು ಅನ್ಯಾಯವಾಗುತ್ತದೆಂದು ಇಷ್ಟು ಹೇಳುತ್ತೇನೆ.

ಅಧ್ಯಕ್ಷರು.—ಬೇರೆ ವಿವರ ಹೇಳುವುದಕ್ಕೆ ಹೋಗದೆ ಭಾಷಣವನ್ನು ಬೇಗನೆ ಮುಗಿಸಬೇಕು.

ಶ್ರೀ ಪಿ. ಜಿ. ಸಿದ್ಧಾಂತಿ.—ಈ ತಿದ್ದುಪಡಿಗಳ ಮೂಲಕ ಏನು ಪರಿಣಾಮವಾಗುತ್ತದೆ ಎನ್ನುವುದನ್ನು ಹೇಳಬೇಕಾಗಿದೆ. ಜತ್ತ ಕಮಿಟಿಯವರು ಸಹ ಈ ವಿಚಾರವನ್ನು ಸ್ಪಷ್ಟವಾಗಿ

(ಶ್ರೀ ಪಿ. ಜಿ. ಸಿದ್ಧಾಂತಿ)

ತಮ್ಮ ವರದಿಯಲ್ಲಿ ಹೇಳಿದ್ದಾರೆ. ಸಾಮಾನ್ಯವಾಗಿ $\frac{2}{3}$ ಖರ್ಚು ಆಗಿ $\frac{1}{3}$ ಉಳಿಯುತ್ತದೆ ನೀರಾವರಿ ಭೂಮಿಯಲ್ಲಿ $\frac{1}{2}$ ಖರ್ಚು ಆಗುತ್ತದೆ ಮತ್ತು $\frac{1}{2}$ ರಷ್ಟು ಉಳಿಯುತ್ತದೆಂದು ವರದಿಯಲ್ಲಿ ಹೇಳಿದ್ದಾರೆ. ಅಂದರೆ ಗೇಣಿದಾರನಿಗೆ ಉಳಿಯುವುದು $\frac{1}{3}$ ಅಥವಾ $\frac{1}{2}$ ಷ್ಟು ಇರುತ್ತದೆ. ಆದುದರಿಂದ ನೀರಾವರಿ ಭೂಮಿಗೆ $\frac{1}{4}$ ಕೊಡಬೇಕು ಮತ್ತು ಒಣಭೂಮಿಗೆ 1/5 ಕೊಡಬೇಕೆಂದು ಹೇಳಿರುವುದು ಸೂಕ್ತವಾಗಿದೆ. ಅದಕ್ಕಿಂತಲೂ ಹೆಚ್ಚು ಅಥವಾ ಕಡಿಮೆ ಮಾಡಬಾರದು. ವ್ಯವಸಾಯದ ಖರ್ಚು ಅರ್ಧದಷ್ಟು ಆಗುತ್ತದೆ. ಆದ್ದರಿಂದ ಈ ಪ್ರಮಾಣವನ್ನು $\frac{1}{4}$ ಮತ್ತು 1/5 ಎಂದು ತೆಗೆದುಕೊಳ್ಳುವುದು ಸೂಕ್ತವಾಗುತ್ತದೆ. ಬೇರೆ ರೀತಿ ಮಾಡುವುದು ಸರಿಯಾಗಿ ಕಾಣುವುದಿಲ್ಲ. ಇಷ್ಟು ಹೇಳಿ ನನ್ನ ಭಾಷಣ ಮುಗಿಸುತ್ತೇನೆ.

†Sri M. RAMAPPA(Harihara).—Rent is one of the important aspects of land reform. We do not want to speak on all the amendments. Sir, I thought that it would not be fair on my part to differ from the Report of the Select Committee wherever I have not given a dissenting note. But the Hon'ble Revenue Minister has violated and the amendments he has given are retrograde. If the amendments were in favour of the tenants and progressive, there, is some excuse.

ಅಧ್ಯಕ್ಷರು.—ಕ್ಯಾಪ್ ಷೇರ್ ಮೇಲೆ ಕೊಟ್ಟಿಲ್ಲ.

Sri M. RAMAPPA.—But he has given amendments to many other clauses. It can be said by the Hon'ble Minister that I have not given a dissenting note on this. I feel that the amedments given by the Leader of the Opposition seem to be just. Whenever they are progressive, We have to change our opinion. We cannot go back so far as our ideas are concerned. I agree with the report so far as rent for dry lands are concerned. I do not feel there is any justification for fixing the rent at higher level so far as wet lands are concerned because here so far as wet lands are concerned, the cost of cultivation is borne by the tenant. It is not at all borne by the landlord. So far as the dry lands are concerned, the landlord gets rent only once. So far as wet lands are concerned, he gets the rent twice. For instance for lands with assured irrigation supply he will get not only 10 pallas but there are lands which give 20 pallas per acre. In the case of Bombay Act, if it is the maximum, it is up to 10 pallas per acre and there is no justification and the cost of cultivation is supposed to be one half so far as wet lands are concerned. It is not a scientific basis. It is just to safeguard the interests of some landlords in wet areas probably—it is not possible for the Hon'ble Revenue Minister.....

11-00 A.M.

Sri KADIDAL MANJAPPA.—In the case of lands which are having assured irrigation, it should be one-fifth, because the landlord will get rent twice.

Sri M. RAMAPPA.—What I am saying is, probably, I was about to say, you would certainly accepto ur amendment if we could convince you.

But unfortunately, you are not able to convince the other members. Here afterwards, we cannot accuse you. You were frank enough to say that you are implementing the decisions of the Legislature Partry Unfortunately, it is dominated by vested interests. That is our unfotunate position. I am so sorry that there are no people in the Congress Legislature party to ventilate the grievances of the tenants. Even if there are, any, they are so helpless. I was sorry to hear from Smt. Nagarathnamma Hiremutt whether sons and daughters of landlors should not study and should not be sent for higher education. But what about the tenants' sons and daughters? Should they also not be sent for higher education?

Sri C. M. ARUMUGHAM.—In view of the general election, I was told that the Congress Legislators who are having lands have informed thei tenants that they are not taking rents for the next six months.

(*Laughter*)

Sri M. RAMAPPA.— I request the Hon'ble Mlnister for Revenue once again to accept the amendment proposed by Sri Mallaradhya, and I also request the Congress Legislators to give a free hand to the Hon'ble Revenue Minister to take decisions on the spot whenever amendments come and whenever we speak on the amendments.

Sri KADIDAL MANJAPPA.—According to the existing law in force, in the old Mysore area, the maximum rent is one-third and one-fourth—one-third in the maidan area and one-fourth in the Malnad area. In Bombay area it is five times the land revenue or Rs. 20 which ever is less. In Madras it is 40 and 60 per cent. In Hyderabad it ranges—it is five times the land revenue and in some cases reasonable rent.....

Sri V. SRINIVASA SHETTY.—What are the recommendations of the Planning Commission ?

Sri KADIDAL MANJAPPA.—The Planning Commission had recommend one-sixth. The most ideal thing would be to relate the rent to the assessment, *i.e.*, to fix the rent in terms of the multiples of assessment. That would be the most convenient process. We considered that point in the Select Committee and also even after the Select Committee Report. In the new Mysore State resettlement has not taken place in many regions. Just at present. It is not possible to fix the rent on the basis of multiples of land revenue though it is desirable to do so.

Sri J. B. MALLARADHYA.—It is so even in the erstwhile Mysore area.

Sri KADIDAL MANJAPPA.—The settlement has not taken place. In some places the assesment is miserable. It is as low as two and four annas per acre. Therefore, it is not possible to relate the rent to the assessment. So what is the next alternative? Either it should be one-sixth as suggested by the Planning Commission one-fifth or one-fourth. It has become necessary to reconcile the different views and to evolve a formula which is acceptable to the majority of the people in the House, both on that

(Sri KADIDAL MANJAPPA)

side and this side. Therefore, the Select Committee thought one-fourth and one-fifth would be the reasonable rent. No doubt in, the third sub-clause to Clause 8, the procedure to be followed in arriving at the average yield has been prescribed. It is not the yield on every plot that will be taken into account. It is the average yield of the local area and the average yield will be enough and the rent will be one-fourth or one-fifth of the average yield as notified by the prescribed authority.

Sri C. J. MUCKANNAPPA (Gubbi).—What is the local area ?

Sri KADIDAL MANJAPPA.—Local area taking into account th. rainfall, the nature of the soil and other things, climatic conditions. It will be prescribed by rules. In Clause 10, certain liabilities are thrown on the landlord. He has to pay the land revenue, cesses and water rate. My friend Mr. Ramappa referred to the yield in lands having assured supply of irrigation. The landlord is liable to pay the water rate also. In Bombay and Hyderabad areas, the rent is five times the land revenue and after taking five times the land revenue, if he is made liable to pay the assessment, cesses and water rate. He won't gain anything. He will have to pay from his pocket.

Sri J. B. MALLARADHYA.—Sir, if you give two instance of cases where one- fourth and one-fifth will operate to the detriment of the tenant-take for example K. R. S. area or any integrated area and rent calculated. It is not ignorance of the provisions of Clause 10 Expenses of cultivation ಅಲ್ಲಜೆ ಏನೇನು ಕೂಡಬೇಕು ಎಂಬುದನ್ನೆಲ್ಲಾ ಲೆಕ್ಕ ಹಾಕಿದರೆ ಎಷ್ಟಾಗುತ್ತದೆ.

ಶ್ರೀ ಕಡಿದಾಳ್ ಮಂಜಪ್ಪ.—ಕೃಷ್ಣರಾಜ ಸಾಗರ ಪ್ರದೇಶದಲ್ಲಿ ಒಂಬತ್ತು ಹತ್ತುರೂಪಾಯಿ ಇರಬಹುದು ಬೂಂಬಾಯಿ ಭಾಗದಲ್ಲಿ ಹೆಚ್ಚು ಕೃಷ್ಣರಾಜಸಾಗರ ಪ್ರದೇಶದಲ್ಲಿ ನಹ 9-10 ರೂಪಾಯಿಗೆ ಸೇಸ್ ಕೊಡಬೇಕು ಸರ್ ಚಾರ್ಜ್ ಕೊಡಬೇಕು ಇಷ್ಟೆಲ್ಲಾ ಕೊಡಬೇಕಾಗಿದೆ. As I submitted, to relate to the assessment would be ideal. But under the present circumstances, it is not possible to do so. One-sixth would be reasonable according to me and the Planning Commission have also agreed. But the concensus of opinion in the House is in favour of one-fourth and one-fifth. Therefore, the amendments proposed are not acceptable.

Sri C. J. MUCKANNAPPA.—Sir, he has not made clear about local area.

Mr. SPEAKER—Government will prescribe. It will come in the rules.

Sri KADIDAL MANJAPPA.—"as may be prescribed" is mentioned here.

Mr. SPEAKER.—The question is—

"That in item (*b*) of sub-clause (1) for the words 'one-fourth' and 'one-fifth" the words 'one-sixth' shall be substituted "

The amendment was negatived.

Mr. SPEAKER.—The question is—

"That in item (*b*) of sub-clause (1) for the word 'one-fourth' the word 'one-fifth' shall be substituted."

The amendment was negatived

Mr. SPEAKER.—The question is—

"That in item (*b*) of sub-clause (1) for the words 'one-fourth' and 'one-fifth' the words 'one-third' and 'one-fourth' shall be substituted."

The amendment was negatived.

Mr. SPEAKER.—The question is—

"That for item (*b*) of sub-clause (1), the following shall be subtituted:—

(*b*) five times the amount payable in respect of the land or Rs.20 per acre whichever is less and shall not be less than twice such amount."

Amendment No. 74.

Sri B. G. KHOT.—Sir, I beg to move—

"That the first proviso to sub-clause (1) shall be deleted."

Mr. SPEAKER.—Amendment moved—

"That the first proviso to sub-clause (1) shall be deleted."

† ಶ್ರೀ ಬಿ. ಜಿ. ಖೋತ್.—ಇದರೊಳಗೆ ಯೂನಿಫಾರ್ಮಿಟಿ ಇರಬೇಕೆಂಬ ಒಂದೇ ಒಂದು ಕಾರಣದಿಂದ ಈ ಅಮೆಂಡ್‌ಮೆಂಟ್ ಮೂ ಮಾಡುತ್ತಿದ್ದೇವೆ. ಕಾಂಟ್ರಾಕ್ಟೇ ಇರಲಿ, ಏನೇ ಇರಲಿ, ರೆಸ್ ಇರಲಿ, ಪೋರ್ ಇರಲಿ, ಜಸ್ಟಿಸ್ ಇರಬೇಕು. ಎರಡು ಭಾಗದಲ್ಲಿ ಎರಡು ತರಹ ಇದು ವುದರಲ್ಲಿ ಅರ್ಥವೇನು ?

ಶ್ರೀ ಸಿ. ಜೆ. ಮುಕ್ಕಣ್ಣಪ್ಪ.—ಎರಡು ಭಾಗದಲ್ಲಿ ಎರಡು ತರಹ ಇದುವುದರಲ್ಲಿ ಅರ್ಥವೇನು ? ಬೊಂಬಾಯಿ ಕರ್ನಾಟಕದಲ್ಲಿ ಒಂದು, ಇಲ್ಲಿ ಒಂದು ಆಗುತ್ತದೆ.

ಶ್ರೀ ಕಡಿದಾಳ್ ಮಂಜಪ್ಪ.—ನನ್ನದು ಒಂದು ಅಮೆಂಡ್‌ಮೆಂಟ್ ಇದೆ.

ಶ್ರೀ ಸಿ. ಜೆ. ಮುಕ್ಕಣ್ಣಪ್ಪ.—ಈಗಲೇ ಹಾಕಿಬಿಡಿ. ಇದನ್ನು ವಾಪಸ್ಸು ತೆಗೆದು ಕೊಳ್ಳಬಹುದು.

ಶ್ರೀ ಕಡಿದಾಳ್ ಮಂಜಪ್ಪ.—ಇದು ಆದಮೇಲೆ ಅದು ಬರುತ್ತದೆ.

Mr. SPEAKER.—The amendment of Sri B. G. Khot is that the proviso should be deleted. If it is deleted, Sri Kadidal Manjappa's amendment will not come up at all.

Sri M. C. NARASIMHAN.—That is always the case.

Mr. SPEAKER.—This is a peculiar type of amendment which seeks to delete a proviso.

ಶ್ರೀ ಸಿ. ಜೆ. ವೆಂಕಣ್ಣಪ್ಪ.—ಇದರಲ್ಲಿ Provided that where the rent payable by any tenant under any contract or any law in force before the appointed day...Such tenant shall not be liable to pay more than such rent ಎಂದರೆ ಎರಡು ಭಾಗಕ್ಕೆ ಎರಡು ತರಹ ಆಗಿ ಇದು ಡಿಸ್ಕ್ರಿಮಿನೇಟರಿ ಲಾ ಆಗುವುದಿಲ್ಲವೇ? ಒಂದು ಕಣ್ಣಿಗೆ ಬೆಣ್ಣೆ, ಒಂದು ಕಣ್ಣಿಗೆ ಸುಣ್ಣ ಹಾಕಿದಂತೆ ಆಗುತ್ತದೆ. ಎಲ್ಲರಿಗೂ ಒಂದೇ ತರಹ ಲಾ ಇರಲಿ. ಆದ್ದರಿಂದ ಖೋತ್‌ರವರ ಅಮೆಂಡ್‌ಮೆಂಟಿಗೆ ಒಪ್ಪಿಗೆ ಕೊಟ್ಟು, ಈ ಪ್ರಾವಿಸೊ ಡಿಲೀಟ್ ಮಾಡುವುದು ಸರಿ.

Sri KADIDAL MANJAPPA.—That amendment is not acceptable.

Mr. SPEAKER.—The question is—

"That the first proviso to sub-clause (1) shall be deleted."

The amendment was negatived.

Amendment No. 73.

Sri KADIDAL MANJAPPA.—Sir, I beg to move—

"That in the first proviso to sub-clause (1), for the words 'or under any law in force immediately before the appointed day was less than', the words 'is less than' shall be substituted."

Mr. SPEAKER.—Amendment moved—

"That in the first proviso to sub-clause (1), for the words 'or under any law in force immediately before the appointed day was less than', the words 'is less than' shall be substituted".

† Sri KADIDAL MANJAPPA.—Sir, I just now explained to the House that in Bombay Area the rent is in terms of the multiples of land revenue. It is five times the land revenue or Rs. 20 whichever is less. There, the tenant is liable to pay the land revenue and other cesses and fees. Similary, in the Hyderabad region the rent is from thrice the land revenue to five times the land revenue and the tenant is liable to pay the land revenue and cesses. But in this Bill, as amended by the Select Committee, the landlord is made liable to pay the land revenue, the water rate, contribution, fees, etc., as enumerated in section 10. Supposing these words are retained, as explained by Sri Siddanti, the landlord who is liable to pay land revenue, contribution, water rate, etc., will have to pay from his pocket. Another argument is that there should be uniformity in fixing the rent. It is true that in the Bombay region the tenancies which are going to be created hereafter and the tenants who may continue as tenants hereafter will be put to some hardship. But it has become necessary to fix a uniform rate of rent throughout the State. My amendment seeks to fix a uniform rate of rent in all the regions.

† Sri V. SRINIVASA SHETTY.—Sir, I am unable to understand the argument of my Hon'ble Friend, the Revenue Minister. From his speech I gather that he is forced to do these things. The difficulty is that, as he himself said, it applies mostly to the Bombay and Hyderabad Areas. Very progressive land legislation. I do not know whether my Hon'ble Friend is prepared to call it progressive. From as early as 1937 or 1939 in the Bombay Area has given certain very specific rights to the tenants at very low rates. In North Kanara which is adjoining my district and taluk, I know what the rent is and I am

unable to understand why this particular aspect did not strike the Government, at the time of the earlier Bill or even during the Select Committee. This aspect should have been brought to the notice of the Select Committee. All the tanants in the Bombay Karnatak Area and the Hyderabad Karnatak Area are going to suffer. For a considerable number of years those people were paying at the rate of Rs. 20 or less per acre.

Sri KADIDAL MANJAPPA.—Most of the tanants are going to become land owners. Only the remaining tenants who will continue as tenants of the small holders or of disabled persons will have to pay the higher rent.

Sri P. G. SIDHANTY.—It is from 1956 only.

Sri V. SRINIVASA SHETTY.—Even before that, what was the rent it was 1/6th ?

Sri S. D. KOTHAWALE.—It was 1/3 and 1/4.

Sri V. S. PATIL.—The rent in Bombay area upto 1-11-51 was 1/3 and 1-11-52 it has been uniformaly reduced to 1/6.

†Sri V. SRINIVASA SHETTY.—It is correct, and then this assessment of Rs. 20 per acre. These tenants have a vested right from the year 1956 and now my Hon'ble friend with a stroke of pen wants to take away all the rights saying that some tenants are going to get rights and some tenants are not getting the rights. Is this correct ? What is the acreage of land which has an assured irrigation facilities in Bombay Karnatak or Hyderabad Karnatak ? Perhaps he is thinking of old Mysore. The vast tracts of land there have no irrigational facilities, I want to particularly ask whether vested rights in a particular class of tenants can be taken away. This is a matter which, I think, will have to be very carefully considered and it is a highly reactionary proposal. Why should this proposal come at the fag end ? The matter ought to have come before the Members of the Select Committee. This proposal was not mooted there. I know the hands of the Government are tied up and the Hon'ble Minister will say that he has got such a party mandate. But I say it is unfair to bring in such a fundamental amendment at the last stage. I am strongly opposed to this amendment and it should not be accepted.

†Sri V. S. PATIL.—We have spent nearly 2 months in the select committee and have discussed this matter very vehemently anp thoroughly. Inspite of that, I feel very sorry that the Hon'ble Minister should have been compelled to bring in such an amendment as if he wants uniformity. There cannot be uniformity in each and everything. Even in respect of lands in villages there is no uniformity and I am told that in respect of assessment also there is no uniformity. When the tenants in Bombay and Hyderabad Karnatak area have been given rights, is it their misfortune to have been included in Mysore ? Or is it the vested interests that have tried to escape from

(Sri V. S. PATIL)

the Bombay area and Mysore area with the only purpose of getting increase in rent and depriving the proper share of cultivator which was given to them. So, I submit that this is a most reactionary move that has been forced upon the Hon'ble Minister, because what are his views and what he meant when we discussed this matter in the select committee. It appears as if his hands are tied up and he is forced to bring in this amendment. It is a most reactionary one and I condemn it in the name of justice and fairplay.

†Sri J. B. MALLARADHYA.—Normally I would not have spoken I find that this is one of the dangerous amendments which could ever be moved by the Chairman of the Select Committee. The issues involved are of serious nature. Supposing we pass this Bill; has the Hon'ble Minister realised that a large body of tenants will have to pay the difference between the amount that would be fixed according to the Bill and four times the assessment they pay either in the Bombay Karnatak area or Hyderabad Karnatak area. I wish this radical and far reaching amendment had not been moved by the Chairman of the select committee. He should have placed before the House one or two concrete examples by working out data. I consider that this is fatal to the interests of tenants and from this point of view we seriously object to moving this amendment. If the repercussions of this had been really understood by the Hon'ble Revenue Minister, he would not have brought this amendment. I do not want to repeat the argument that nothing should come in the way of giving a fair deal. After all full dressed debate has taken place in the select committee and there has been unanimous decision. There is not a single dissenting note on this point. I want to know what are the special circumstances to bring in this amendment. This Clause 8 is one of the important clauses vitally affecting the interests of tenants. If in this matter we allow such amendments, it will greatly prejudice their interests. Therefore I stoutly oppose this amendment as most reactionary and it does not fit in with the scheme of things contemplated in this Bill. I only wish the Hon'ble Minister had not yielded to persuasions from his party. Even at the cost of anything he should not have yielded to such persuasions.

Sri KADIDAL MANJAPPA.—I shall explain. Supposing the land revenue of a land is Rs. 2. The landlord will get five times that. Under the Land Revenue Code of Bombay, the tenant was liable to pay not only this land revenue but also water cess. Supposing the water rate is Rs. 10.

Sri J. B. MALLARADHYA.—Please give specific instance of Bombay area and work out the details.

Sri KADIDAL MANJAPPA.—Take Ghataprabha. The water rate is very high. It is Rs. 120 per acre, if the assessment is Rs. 2.

The tenant will pay the landlord Rs.10 whereas under Clause 10 the landlord has to pay water rate of Rs. 120.

Sri J. B. MALLARADHYA.—If things were so bad and would adversely affect the landlord, why not you bring an amendment to Clause 10 ? The full implication of this amendment has not been realised by the treasury benches nor their supporters. We are sorry that we will be placing ourselves in a most inconsistent position if we were to put the seal of approval of this House to this measure. I request you to reconsider this matter and take a decision. Under no circumstances will my party agree to the tenants' interests being jeopardised.

11-30 A.M.

Mr. SPEAKER.—The question is:

"That in the first proviso to sub-clause (1), for the words 'or under any law in force immediately before the appointed day was less than', the words 'is less than' shall be substituted."

The amendment was adopted

Next amendment

Sri M. C. NARASIMHAN.—I beg to move:

"That the following proviso shall be added after the existing provisos to sub-clause (1):—

provided that the rent may be paid in cash or kind depending upon the convenience of the tenant."

Mr. SPEAKER.—Amendment moved:—

"That the following proviso shall be added after the existing provisos to sub-claus (1):—

provided that the rent may be paid in cash or kind depending upon the convenience of the tenant."

†Sri M. C. NARASIMHAN.—The amendment is very simple and does not conflict with any one of the provisions of Sections 8 or 9 or other sections. In the Bombay Tenancy Act. There was definitely a povision for rent being paid in cash. Here I have suggested that rent may be paid either in cash or kind. Clause 9 does not give absolute right to tenant to pay rent in cash if he so decides. If in a particular situation it is more convenient for him to pay cash, certainly he may pay cash. For instance, if a tenant wants to pay rent by money order, there is no provision in Section 9. It is very simple amendment and I believe the Revenue Minister will accept it.

†Sri KADIDAL MANJAPPA.—There is no need for this amendment at all. If my learned friend peruses sub-clause 2 it reads thus.

"……the tenant shall pay to the landlord the rent in cash the value in cash of the rent being determined in accordance with the prices notified for that year by the prescribed authority."

Sub-clause (3) says.—

"Where there is a dispute between the landlord and the tenant as regards the rent payable, or the landlord evades receiving the rent and giving a receipt, the tenant shall be deemed to have paid the rent if he deposits with the Tahsildar the value in cash of the rent payable in kind under sub-section (1) of Section 8, the value in cash being determined in accordance with the prices notified under sub-section (2)."

There are cases in which a tenant will have agreed to pay the rent in kind as contractual obligation.

Sri M. C. NARASIMHA N.—That is not affected by my amendment in Section 9 (3), it is only under a particular contingency, he is entitled to pay cash.

Sri V. SRINIVASA SHETTY.—Even now, in our area, the tenant is entitled to deposit the rent. You are taking away the right. This amenedment is harmless.

Mr. SPEAKER.—The question is:

"That the following proviso shall be added after the existing provisos to sub-clause (1):—

Provided that the rent may be paid in cash or kind depending upon the convenience of the tenant."

The amendment was negatived.

Mr. SPEAKER.—The next amendment No. 76 by Sri B. G. Khot is not intelligible, hence it is not admissible.

Sri B. G. KHOT.—"The average yield for each of the principal crops for each class and grade of land in each local area shall be determined by the prescribed authority in the prescribed manner, taking into consideration the productivity of the lands and such other factors as may be prescribed. The average yield so determined shall be in force for a period of five years and shall be liable to be revised by the prescribed authority……

"The average yield determined under sub-sectian (3) shall be published in the prescribed manner".

Mr. SPEAKER.—His amendment reads "the average yield..... prescribed authority....."

Sri B. G. KHOT.—"in lines 5 to 7 and the proviso shall be deleted."

Mr. SPEAKER.—It is unintelligible. At the end of the proviso also there is the prescribed authority.....

Sri M. C. NARASIMHAN.—Sir, the difficulty might be got over by allowing him to say what he has to say.

Mr. SPEAKER.—I cannot allow any interpretation to be made now. In the third line, there is the prescribed authority and in the proviso at the end there is the prescribed authority. There are two "prescribed authorities." I disallow this amendment. We will go to the next Clause. I will put Clause 8 to the House.

The question is :

"That Clause 8, as amended stand part of the Bill."

The motion was adopted

Clause 8, as amended, was added to the Bill.

Clause 9

Mr. SPEAKER.—There is an amendment No. 77. It is office work. It need not be moved. It is only some clerical work. It does not change the clause itself. It is only a change of the Title.

Sri M. C. NARASIMHAN.—May I know if we are not entitled to move any amendment to the Title?

Mr. SPEAKER.—After all, the Title will be part and parcel of the Bill. If the other amendments are accepted, the office will make the necessary amendments to the Title. This is only clerical and it will be taken into consideration by the Office. Sri Patil, may move his amendment No. 78.

Sri V. S. PATIL.—Sir, I beg to move:

"That in sub-clause (2) for the words 'Where the rent is... in cash' the words 'Where the rent is payable in cash, due to an agreement between the landlord and the tenant or due to any law in force immediately before the appointed day' shall be substituted and between the words 'in cash' and 'the value' in lines 5 and 6 of the sub-clause, the words 'and in case of crop-share rent' shall be inserted."

Mr. SPEAKER.—Amendment moved:

"That in sub-clause (2) for the words 'Where the rent is... in cash' the words 'Where the rent is payable in cash, due to an agreement between the landlord and the tenant or due to any law in force immediately before the appointed day' shall be substituted and between the words 'in cash' and 'the value' in lines 5 & 6 of the sub-clause, the words 'and in case of crop-share rent' shall be inserted."

† Sri V. S. PATIL.—The reason why I have moved this amendment is that in the original clause where the rent is in accordance with agreement with the landlord payable in cash or the landlord desires the payment of the rent in cash or the landlord fails to receive the rent in kind before the date prescribed under sub-section (1), there is no mention if the rent is to be paid in cash under any provisions of the law. This deficiency has remained in this section regarding the payment of rent in cash. That is to be covered by my amendment. This section refers only if there is an agreement, but does not make reference if payable in cash under any law under the present or previous provision of law. In order to cover up that deficiency, to make the law clear, I have proposed to insert the words "due to an agreement between the landlord and the tenant or due to any law in force immediately before the appointed day". These are words which I have tried to insert in order to make it clear, if the rent is to be paid in cash under any law In lines 5 and 6, the tenant shall pay to the landlord the money in cash. In this section, the whole wording refers to the payment of crops. If there is an agreement, even supposing there is an agreement to pay in crops, how that payment is to be made has not been made clear. That is why I want to insert the words which will make the working of the Act and payment of rent quite easy and un-contested. I hope, Sir, that the Hon'ble Minister will be pleased to accept this amendment.

Sri KADIDAL MANJAPPA.—The only law under which rent can be collected is under Section 8. Therefore, there is no need for this amendment.

Mr. SPEAKER.—I will put the amendment to the House. The question is:

> "That in sub-clause (2) for the words 'Where the rent is... in cash' the words 'Where the rent is payable in cash, due to an agreement between the landlord and the tenant or due to any law in force immediately before the appointed day' shall be substituted, and between the words 'in cash' and 'the value' in lines 5 & 6 of the sub-clause, the words 'and in case of crop-share rent' shall be inserted."

The amendment was negatived.

Mr. SPEAKER.—Sri Patil, may move his next amendment to the same clause.

Sri V. S. PATIL.—Sir, I beg to move:

> "That in sub-clause (3) between the words 'if he' and 'deposits' the words 'sends the amount of rent by postal money order or' shall be inserted."

Mr. SPEAKER.—Amendment moved:

> "That in sub-clause (3) between the words 'if he' and 'deposits' the words 'sends the amount of rent by postal money order or' shall be inserted."

Sri KADIDAL MANJAPPA.—Sir, I accept the amendment.

Mr. SPEAKER.—Very good. The question is:

"That in sub-clause (3) between the words 'if he' and 'deposits' the words 'sends the amount of rent by postal money order or' shall be inserted."

The amendment was adopted.

Mr. SPEAKER.—I will put clause 9 as amended to the House. The question is:

"That Clause 9, as amended, stand part of the Bill."

The motion was adopted.

Clause 9, as amended, was added to the Bill.

Clause 10

Mr. SPEAKER.—The question is:

"That Clause 10 stand part of the Bill."

The motion was adopted.

Clause 10 was added to the Bill.

Clause 11

Mr. SPEAKER.—There is an amendment by Sri G. Venkatai Gowda. He is not here. There is another amendment in the name of Mr. Patil. He may move it.

Sri V. S. PATIL.—Sir, I beg to move:

"That for the words 'as the Tribunal may fix' the words and figures 'or Rs. 25 whichever is more', shall be substituted."

Mr. SPEAKER.—Amendment moved:

"That for the words 'as the tribunal may fix' the words and figures 'or Rs. 25 whichever is more', shall be substituted."

† Sri V. S. PATIL.—Sir, this is also a very simple amendment and it is also in consonance with the spirit of the present Act in Bombay Area. The fine or the compensation to be paid by the landlord for recovering the excess amount from the tenant should not be less than Rs. 25. That is the only intention of my amendment. If the excess amount is Rs. 5, the landlord can escape with Rs. 10. That should not be the case. A minimum penalty should be there. So, I have prescribed a minimum penalty of Rs. 25. This is the most reasonable amendment I have brought and I request the Hon'ble Minister to accept it.

† Sri M. C. NARASIMHAN.—Sir, we do not know on what basis it will be determined by the Tribunal. After all, this remedy is open only to the tenant. The tenant himself has to incur a certain amount of expenditure in moving the Tribunal to get this relief. Under the circumstances, a minimum ought to be there. If a tenant does not get Rs. 25, I am sure no tenant will take the trouble of moving the court.

Sri J. H. SHAMSUDDIN (Deputy Minister for Finance).—The court will award costs.

Sri M. C. NARASIMHAN.—Where the costs are to be awarded, this Bill specifically provides for that. Where it is left to the discretion of the court, the costs may or may not be awarded. In any case, it is absolutely necessary that the minimum amount should be fixed.

Sri V. SRINIVASA SHETTY.—Sir, the Hon'ble Minister who has begun to take a reasonable attitude may continue to take that attitude because this is a very simple amendment. Fine or compensation should not be taken. It should not be Rs. 2 or 5. That will be rediculous. Rs. 25 is nothing for a landlord and it is a reasonable amount. If it is not Rs. 25, the tenant will not be able to go to a court of law and fight out. If it is Rs. 25, he may go to a court of law. If we do not provide for a penalty of Rs. 25, the section itself will be nugatory. In the interest of harmony between the landlord and the tenant, such a provision is necessary.

†Sri KADIDAL MANJAPPA.—Sir, the provision as it is makes it harsh to the landlord if he recovers excess rent. He is liable to refund the excess amount; he is liable to pay the compensation determined by the Tribunal and also to pay a penalty to be imposed. Therefore, it is quite sufficient.

Mr. SPEAKER.—The question is:

"That for the words 'as the Tribunal may fix' the words and figures 'or Rs. 25 whichever is more', shall be substituted."

The amendment was negatived.

Mr. SPEAKER.—The question is:

That clause 11 stand part of the Bill.

The motion was adotped.

Clause 11 was added to the Bill.

Clause 12.

Sri V. S. PATIL.—Sir, I beg to move:

"That the following words shall be added at the end;—

"That if the landlord had already received any premium or deposit from the tenant before the appointed day, he shall refund the amount to the tenant within three months from the appointed day and obtain a written receipt from the tenants."

Mr. SPEAKER.—Amendment moved:

"That the following words shall be added at the end:

"That if the landlord had already received any premium or deposit from the tenant before the appointed day, he shall refund the amount to the tenant within three months from the appointed day and obtain a written receipt from the tenants."

†Sri V. S. PATIL.—Sir, under this provision we are abolishing so many things. We are now making them unlawful. At least in our four district premiums have been taken by the landlo ds from practically the majority of the tenants. Till now there are registered leases in which premiums have been taken by the landlords and there is no provision even under the Bombay Act for the refund of these premiums. Even though premiums, etc., had been declared illegal under the Bombay Act, still the amounts are lying with the landlords and there is no provision under which the tenants can recover them. When we make a particular thing to be illegal, we have to make provision for those things which had already taken place before we declared them as illegal. That is why I have moved this amendment. There is nothing which contravenes any provision or which revolutionises or brings in any new idea. This is merely a remedial measure to safeguard the interests of the tenants who have already deposited these amounts with the landlords and to enable them to get those amounts back because we are not declaring these things as illegal. I hope that the Hon'ble Minister will accede to this request.

12-00 NOON

†Sri M. C. NARASIMHAN.—A similar clause was there in the Bombay Act 1948. Even then there was no provision for recovery of amount collected in violation of that particular provision. Now, the point is, supposing somebody collects such a levy or premium, what would happen? Is there no means for recovery of such premium illegally collected? They may be penalised or some fine or imprisonment may be imposed. But what is the procedure that is prescribed for recovery of any premium which is recovered from the tenant in contravention of Section12?

Sri KADIDAL MANJAPPA.—When it is said that it is not lawful for the landlord to collect cess or any other premium, he is bound to refund according to law. However under Section 12, penalty is provided for punishing the tenant. A sum of Rs. 1,000 can be levied as penalty.

Sri J. B. MALLARADHYA.—Will it have a retrospective effect?

Sri KADIDAL MANJAPPA.—If he collects contrary to the agreement, he is liable to refund.

Sri V. S. PATIL.—In Clause 11 if excess rent is taken by the landlord, we have made provision for refund. Similarly if the premium is received by the landlord from the tenant we are not making any provision for the refund of that amount. You have made provision for penalty but no provision is made for refunding it.

Sri KADIDAL MANJAPPA.—The general law enables the tenant to recover the amount.

Mr. SPEAKER.—The question is

"That the following words shall be added at the end:—

If the landlord had already received any premium or deposit from the tenant before the appointed day, he shall refund the amount to the tenant within three months from the appointed day and obtain a written receipt from the tenants."

The amendment was negatived.

Mr. SPEAKER.—The question is:

"That Clause 12 stand part of the Bill."

The motion was adopted.

Clause 12 was added to the Bill.

Clause 13

Mr. SPEAKER.—The question is:

"That Clause 13 stand part of the Bill."

The motion was adopted

Clause 13 was added to the Bill.

Mr. SPEAKER.—We shall now rise and meet at 2 P.M.

The House adjourned at Five Minutes past Twelve of the Clock and reassembled at Ten Minutes past two of the Clock.

[Mr. SPEAKER in the Chair]

Clause 14.

Mr. SPEAKER.— There are amendments to clause 14, they may be moved.

Sri M. C. NARASIMHAN.—I beg to move:

"That in the second line of sub-clause (1) the word and the figure 'and 43' shall be deleted."

Mr. SPEAKER.—Amendment moved:

"That in the second line of sub-clause (1) the word and the figure 'and 43' shall be deleted."

† Sri M. C. NARASIMHAN.—This amendment is a very simple one. This is an important clause which governs the right of resumption of landlords. Section 16 imposes certain restrictions in relation to the resumption right granted to landlords. This section is enacted with a view to see that the right of landlords to resume is restricted and eviction on that account is reduced to the minimum. Obviously it was designed to secure as much benefit possible to tenants, but by saying "Notwithstanding anything contained in Sections 22 and 43....." this clause shall prevail to the exclusion of Clause 43.

Sri KADIDAL MANJAPPA.—Do you want to delete Section 43?

Sri M. C. NARASIMHAN.—I want to delete the reference to Clause 43 here because that clause confers more rights on tenants. Section 43 has been enacted with a view to see that if there are any rights conferred upon tenants by contract or custom or anyother law which are more advantageous than those conferred by this Bill, then they will be saved and this Bill will not be operative to that extent. I do not see any justification for saying in this particular clause that whatever may be the right conferred upon a tenant by Clause 43 that shall be subject to the restrictions in Clause 14. You are taking away by one hand what you are giving by the other.

Sri KADIDAL MANJAPPA.—This point was considered by the Select Committee. Section 14 deals with the right of landlords to resume for personal cultivation subject to certain restrictions mentioned in Section 16 and not for other purposes. Section 14 deals only with the question of resumption.

Sri J. B. MALLARADHYA.—But by saying in this clause "Notwithstanding anything contained in Sections 22 and 43....." it neutralises the effect of Section 43.

Sri KADIDAL MANJAPPA.—Under Section 14 no permanent tenant can be evicted. When a question arises whether a landlord has got a right to resume or not, the duration of the tenancy is the material point to be considered. A permanent tenant cannot be evicted. A protected tenant should be left with at least one basic holding. There may be a few tenancies in which there is agreement that the tenant should remain as tenant for a specific period say 20 or 30 or 100 years. The idea of this legislation is to make as far as possible the tenant the owner of the land and the rights of landlords and tenants should be determined once for all. Even if the tenancy is to subsist or survive for a number of years the rights of landlords and tenants will be determined under Sections 14 and 16. All these points were taken into consideration. This wording is necessary.

Mr. SPEAKER.—The question is:

"That in the second line of sub-clause (1) the word and the figure 'and 43' shall be deleted."

The amendment was negatived.

Sri J. B. MALLARADHYA.—I beg to move :

"That in item (ii, of sub-clause (1) after the words 'non-agricultural purpose' the following words shall be added:-

"such as construction of a dwelling house for himself or any member of his family and for starting an industry which are reasonably required by the landlord to be resumed".

Mr. SPEAKER.—Amendmen moved :

"That in item (ii) of sub-clause (1) after the words 'non-agricultural purpose' the following words shall be added:—

"such as construction of a dwelling house for himself or any member of his family and for starting an industry which are reasonably required by the landlord to be resumed".

Sri M. C. NARASIMHAN.—I beg to move :

"That new Explanation shall be added after the existing Explanation to sub-clause (1):—

"Explanation II: Non-agricultural purpose for the purpose of this clause shall mean only the following:—

(*a*) building a house for the use of the landlord or any member of his family if such person has no house to reside in the vicinity or (*b*) for expanding the establishment of a factory provided that land tobe resumed for building a house shall not exceed ½ of an acre or ¼ of the land held by the tenant."

Mr. SPEAKER.—Amendment moved :

"That new Explanation shall be added after the existing Explanation to sub-clause (1):—

"Explanation II: Non-agricultural purpose for the purpose of this clause shall mean only the following:—

(*a*) building a house for the use of the landlord or any member of his family if such person has no house to reside in the vicinity or(*b*) for expanding the establishment of a factory provided that land to to resumed for building a house shall not exceed ½ of an acre or ¼ of the land held by the tenant".

† Sri J. B. MALLARADHYA.—The provisions of Clause 14 as they stand now gives unlimited powers to the landlords to resume land for non-agricultural purposes and nowhere is this word "non-agricultural" defined. Suppossing a man who owns a large extent of land wants to resume the land for the purpose of forming a lay-out, if it abuts a particular town or city. Forming lay-outs may be a *bona fide* non-agricultural purpose and if we do not state clearly in this section what is included in non-agricultural purpose, we would be giving a handle to unscrupulous landlords to make fabulous sums of money. Is it the intention of the hon'ble Minister for Revenue to give a Carte Blanche to the landlords. I do think it is necessary to limit such

resumption and that limitation should be atleast similar to the one suggested in my amendment.

The amendment moved by Mr. Narasimhan is more or less the same but he wants to limit it one-fourths of an acre but if the land is required for the establishment of a factory, I do not think we should limit it to such a small area. Whether it is required for a *bona fide* industry or not will be decided by the tribunal which will go into the question. In any case some time of restriction requires to be imposed. Otherwise it would be giving too much of a handle to the unscrupulous landlords.

†Sri M. C. NARASIMHAN.—I need not add much to what Mr. Mallaradhya has said excepting to point out that the existing provision contains no clear demarcation as to what a non-agricultural purpose is. Of course the Revenue Minister might say that the matter would be gone into by the tribunal but if we consider the factors which the tribunal is reqiured to consider, we see that its hands are bound. In the clause itself there is no directive or indication even as a guidance to the tribunal.

In my amendment, I concieve of only expansion of a factory. If a question of establishing a new factory comes, I agree that it requires a larger area but generally it does not arise in respect of agricultural lands. So far as buildings are concerned, if we say that building house is a non-agricultural purpose, then there is need for restricting the extent of land that may be permitted to the landlord. I feel that this should not exceed one-fourths of an acre and should be allowed only in the event of the landlord not having any other house in vicinity, I hope my amendment would be acceptable as otherwise the purpose of the Bill would stand defeated.

† Sri V. SRINIVASA SHETTY.—The words used in this clause of the Bill opens unlimited scope for exploitation. The flood gates will be thrown open if every landlord is to be entitled to resume land for non-agricultural purposes. We are not aware of the ingeneous devices which landlords employ to snatch land from unwilling tenants. One landlord was telling me that it would be easy for him to resume land around Bangalore in the guise of building houses in a lay-out which he would lease out later. That seems to be very reasonable indeed if only the Bill would permit it. The Bill does not obviously consider it necessary to impose restrictions on the landlord in resuming land for non-agricultural purposes and I am convinced that this lacuna is bound to be misused large-scale by the landlords. Of cource, there is paucity of housing accommodation and building of houses for renting purposes may be a desirable purpose but it would certainly tend to defeat the principles of land legislation. The amendment suggested by my friend is on the lines of the Kerala Act. If the Minister is disinclined to accept it. he may atleast accept the reasonable amendment moved by the Leader of the opposition.

Sri M. RAMAPPA.—I would only remind the Hon'ble Revenue Minister that we did discuss this question of imposing restrictions on the powers of resumption by landlords for non-agricultural purposes in the Select Committee but by oversight I think we have ignored this matter. It escaped our notice and I believe the matter will have to be reconsidered now.

† Sri KADIDAL MANJAPPA.—Sir, this point was considered but legal opinion was against imposing restrictions specifically because the wordings used are the "landlord may, if he *bona fide* requires". Whether it is *bona fide* or *malc fide* has to be determined by the tribunal. Moreover he should *bona fide* require it for "his" purpose, not for the purpose of leasing out.

Sri J. B. MALLARADHYA.—It is a *bona fide* non agricultural purpose

Sri KADIDAL MANJAPPA.—But the word "his" means that he should require it for his own personal use.

Sri V. SRINIVASA SHETTY.—If a person wants to resume land for construction of houses for letting out, is it not *bona fide* non-agricultural purpose ?

Sri KADIDAL MANJAPPA.—Certainly not. Moreover these are the words used in the Bombay Tenancy Act.

Sri J. B. MALLARADHYA.—Once again you are committing the sin of referring to the Bombay whenever convenient and when it suits your purpose. We insisted the Bombay clauses being adopted so many times and even we walked out but you did not yield. Now you refer to the Bombay Act when we are suggesting the adoption of the clause in the Kerala Act. Whenever it is advantageous to the landlord you are prepared to adopt the Bombay provioions.

2-30 P.M.

Mr. SPEAKER.—The question is :

"That in item (ii) of sub-clause (1) after the words 'non-agricultural purpose' the following words shall be added:—

"Such as construction of a dwelling house for himself or any member of his family and for starting an industry which are reasonably required by the landlord to be resumed."

The amedment was negatived.

Mr. SPEAKER.—I will now put to vote amendment No. 85. The question is :

"That a new Explanation shall be added after the existing Explanation to sub-clause (1) :—

"Explanation II : Non-agricultural purpose for the purpose of this clause shall mean only the following :—

(*a*) building a house for the use of the landlord or any member of his family if such person has no house you reside in the vicinity or (*b*)

for expanding the establishment of a factory provided that land to be resumed for building a house shall not exceed ¼ of an acre or ¼ of the land held by the tenant."

The amendment was negatived

Sri KADIDAL MANJAPPA.—I move :

"That in sub-clause (7) for the words 'small holder' wherever they occur, the words 'small holder, widow or unmarried woman' shall be substituted and for the word 'he' the words 'he or she' shall be substituted."

Mr. SPEAKER.—Amendment moved :

"That in sub-clause (7) for the words 'small holder' wherever the occur, the words 'small holder, widow or unmarried woman' shall be substituted and for the word 'he' the words 'he or she' shall be substituted."

Sri KADIDAL MANJAPPA.—This is a consequential amendment in view of the fact that we have agreed to exempt widows and unmarried women.

Mr. SPEAKER.—The question is :

"That in sub-clause (7) for the words 'small holder' wherever they occur, the words 'small holder, widow or unmarried woman' shall be substituted and for the word 'he' the words 'he or she' shall be substituted."

The amendment was adopted

Mr. SPEAKER.—Sri Narasimhan's amendment.

Sri M. C. NARASIMHAN.—Sir, I move :

"That in sub-clause (7) the words except with the previous sanction of the Tribunal and the proviso' shall be deleated."

Mr. SPEAKER.—Amendment moved :

"That in sub-clause (7) the words 'except with the previous sanction of the Tribunal and the proviso' shall be deleted."

†Sri M. C. NARASIMHAN.—As it stands, Section 14(7) enables a small holder or unmarried woman or a widow to file an application after the date mentioned in Section 14(2) (*a*). If they make an application to the tribunal, if they are not going to resume the land for five years, they are not entitled to resume but subsequent to the period of five years they can come forward and make an application to the tribunal and the tribunal shall sanction the right to resume once again. It is not very clear from the provsio or wordings of the section as to the principles under which the tribunal shall exercise this discretion. This is a very important matter because it is only in the case of small holder as you provide in the Bill and after the amendment of the Minister has been accepted in the case of unmarried women and widows that the

(Sri M. C. NARASIMHAN)

right of resumption even after five years after the appointed day is being continued. It is only in exceptional circumstances that the right is being tolerated by the Minister, I believe. So under these circumstance, is it not necessary to point out the conditions under which such right might be given to these persons-the small holder and the unmarried woman and widow. When we don't give any direction to the tribunal, when we don't indicate the principles under which the tribunal shall exercise any direction, it may lead to any sort of decision. The safest thing is to give the right of resumption once and after that right is once exercised, there is no longer my necessity for the right to be exercised over again. When this principle is conceded and since the application is to be filed 5 years after the creation of tenancy, there is no valid reason why a second right should be given and why the determination of the whole question should be postponed to another five years, and again give the right of resumption to the small holder or even the unmarried woman and widow, is a thing which I cannot understand. So I suggest the deletion of the whole provisio because the whole section will mean that within a period of five years, small holder, widow or unmarried woman may exercise the right of resumption.

†Sri J.B. MALLARADHYA.–The section as it is worded, is, I consider very loose. You must either delete the words referred to by my friend or clarify it further. Here is a small holder who does not intend to resume and he files a statement before the tribunal. The section does not say that the tribunal gives a finding on the statements filed and accept his intention or gives a decision in accordance with his intention. But merely because he forfeits his right in the first instance and then wants to change his mind and come up before the tribunal, the tribunal will give the sanction. In the first case, he files a statement that there is no intention to resume the land. Does the tribunal give a finding that it shall be conclusive evidence. Then where does the question arise 'without the sanction of the Tribunal a second time' ; it makes whimsical and it is a source of harassment to the tenant. Either he must opt to resume or not.

†Sri KADIDAL MANJAPPA.—We have included the widow and the unmarried woman along with small holder. If they file a statement they will be allowed to continue the lease ; if they don't file a statement the land becomes non-resumable. If they file a statement the lease would be continued for five years. After the termination of the lease period he will have the option of resuming it subject to Section 16. We have confered certain privileges on the small holder under section 16. Subject to that, he will be entitled to resume.

Sri J. B. MALLARADHYA.—But, there is no reference to Section 16 in this section.

Sri KADIDAL MANJAPPA.—Sir, I have got it examined and it is quite clear. If it is the intention of the Hon'ble Members that the widow or the small holder or the unmarried women, once they file a

statement, should continue the tenancy for ever, the argument holds good. Otherwise, when they have a right to resume the land at a later date, the wording is quite all right.

Mr. SPEAKER.—The question is :

"That in sub-clause (7) the words 'except with the previous sanction of the Tribunal and the proviso' shall be deleted."

The amendment was negatived.

Sri M. C. NARASIMHAN.—I beg to move :

"That after item (7) the following proviso shall be added:—

Provided that this right shall not be exercisable in the event the unmarried woman or the widow get married."

Mr. SPEAKER.—Amendment moved :

"That after item (7) the following proviso shall be added :—

Provided that this right shall not be exercisable in the event the unmarried woman or the widow get married."

Mr. SPEAKER.—This is not necessary. If the unmarried woman marries, all this goes. So, the Hon'ble Member may withdraw this amendment.

The amendment was, by leave of the House, withdrawn.

Mr. SPEAKER —The question is :

"That Clause 14, as amended, stand part of the Bill. '

The motion was adopted.

Clause 14, as amended, was added to the Bill.

Clause 15.

Mr. SPEAKER.—There is an amendment to this clause.

Sri KADIDAL MANJAPPA.—Sir, I beg to move :

"That for Clause 15, the following clause shall be substituted "

Clause 15

"15. *Resumption of land by members of Armed Forces* :—

(1) where the landlord is a serving member of the armed forces, he shall be liable to file the statement under sub-section (1) of Section 14 and his tenant shall be competent to make an application under sub-section (1) of Section 58, within one year from the date on which such landlord ceases to be a serving member of any such Force, and such landlord shall be entitled to resume land to the extent of the ceiling area whether his tenant is a protected tenant or not.

(2) In respect of any land of which the landlord is of serving member of the armed forces, the provisions of Sections 14, 16, 17, 18, 19, 20 and 41 and Chapter III shall, subject to the provisions of sub-section (1), be applicable *mutatis mutandis*."

Mr. SPEAKER.—Amendment moved.

"That for Clause 15, the following clause shall be substituted:—

"15. Resumption of land by members of Armed Forces :—

(1) Where the landlord is a serving member of the armed forces, he shall be liable to file the statement under sub-section (1) of Section 14 and his tenant shall be competent to make an application under sub-section (1) of Section 58, within one year from the date on which such landlord ceases to be a serving member of any such force, and such landlord shall be entitled to resume land to the extent of the ceiling area whether his tenant is a protected tenant or not.

(2) In respect of any land of which the landlord is of serving member of the armed forces, the provisions of Sections 14, 16, 17, 18, 19, 20 and 41 and chapter III shall, subject to the provisions of sub-section (1), be applicable *mutatis mutandis*."

Sri KADIDAL MANJAPPA.—Sir, the object of this is to encourage people to join the army. The Planning Commission and the Defence Department have urged that the members of the armed force should be enable to resume up to the ceiling area. This is a provision which is useful in the interest of the country.

†Sri J. B. MALLARADHYA.—Sir, if the idea is to include men of armed forces, there is some sense in that the Planning Commission has said. This is what they say :

> "The Committee recommend that the defence personnel should be permitted to resume land for personal cultivation up to the ceiling limit on their discharge or release or on being sent to the Reserve."
>
> "This is necessary to promote recruitment to the armed forces. But, the Government should, however, endeavour to provide land to the rejected tenants."

Sir, this applies to a man serving in the armed force. What about a man who joins in future ?

Sri KADIDAL MANJAPPA.—Suppoing, a person who is an absentee landlord knows that when he goes back, he is permitted to resume the land, that would be an incentive to leave his land and volunteer to go to the army.

Sri M. C. NARASIMHAN.—Sir, after all, the army is common to all. I cannot understand the argument because it is different in different enactments. It is one thing in Karala and the other in Bombay it is slightly different. Even the ceiling provisions are applicable according to the Maharashtra ceiling Act. How is it that there is no uniform procedure or scale in respect of army personnel whose rights we want to protect ? There must be some ceiling in this respect.

†ಶ್ರೀ ಸಿ. ಜೆ. ಮುಕ್ಕಣ್ಣಪ್ಪ.—ಸ್ವಾಮಿ, ಈಗ ಅವರು ಹೇಳಿದ ಪ್ರಕಾರ ನೋಡಿದರೆ ದಿನದಿನಕ್ಕೆ ಒಂದೊಂದು ಕಾಗದ ಪ್ಲಾನಿಂಗ್ ಕಮಿಷನ್ ಅವರಿಂದ ಬರುತ್ತಲೇ ಇದೆ ಎಂದು ಕಾಣುತ್ತದೆ. ಈಗಾಗಲೇ 15ನೇ ಕ್ಲಾಜನ್ನು ಮುಗಿಸಿಬಿಟ್ಟಿದ್ದರೆ ಇನ್ನೊಂದು ಅಮೆಂಡ್‌ಮೆಂಟ್ ತಂದು ಪಾಸ್ ಮಾಡಬೇಕಾಗುತ್ತಿತ್ತು. ಇನ್ನೂ ಸಹ ಯಾರು ಯಾರಿಗೆ ಏನಾಯಿತಿ ಕೊಡಬೇಕೆಂದಿದ್ದಾರೋ ತಿಳಿಯದು. ಇನ್ನೂ I. A. S. ಮತ್ತು I. P. S. ಆಫೀಸರುಗಳಿಗೆ exemption ಕೊಡಬೇಕೆಂದು ಕಾಗದ ಬಂದರೆ ಏನುಗತಿ ? ನಮ್ಮ ಈ ಅನುಮಾನ ಇನ್ನು ಪರಿಹಾರವಾಗಿಲ್ಲ.

ಇದರಲ್ಲಿ ನಮಗೆ ಇನ್ನೂ ಅನುಮಾನ ಪರಿಹಾರವಾಗಿಲ್ಲ. ಒಬ್ಬರಿಗೊಬ್ಬರಿಗೆ discriminate ಮಾಡಬೇಡಿ. ಇದನ್ನೆಲ್ಲ ನೋಡಿದರೆ ನಿಮಗೆ ಭೂಸುಧಾರಣೆಯನ್ನು ಸರಿಯಾದ ರೀತಿಯಲ್ಲ ತಂದು, ಜನಮೆಚ್ಚುಗೆಯನ್ನು ಪಡೆಯಬೇಕೆಂದು ಇದೆಯೋ ಇಲ್ಲವೋ ಗೊತ್ತಾಗುತ್ತಿಲ್ಲ ನಿಮಗೆ ಸಲಹೆ ನೀಡುವವರು I. A. S. ಮತ್ತು I. P. S. ಅಧಿಕಾರಿಗಳು. ಅವರು ಪ್ಲಾನಿಂಗ್ ಕಮಿಷನ್‌ನಲ್ಲಿ ಯಾರನ್ನಾದರೂ ಹಿಡಿದು ವಶೀಲಿಬಾಜಿಮಾಡಿದರೆ ಏನು ಮಾಡುತ್ತೀರಿ ? ಈಗ ಇರುವ ಹಾಗೇಯೇ ಇದ್ದರೆ ಏನು ಅನಾಹುತವಾಗುತ್ತದೆ ಎನ್ನುವುದನ್ನು ವಿಶದಪಡಿಸಿಲ್ಲ ಈಗ ಇರುವಂತೆಯೇ ಇರಲಿ. ಒಂದು ವೇಳೆ ಇದರಿಂದ ತೊಂದರೆಯಾಗುವುದಾದರೆ ಬೇರೆಯಾರಾದರೂ ರೆವೆನ್ಯೂ ಮಂತ್ರಿಗಳು ತಿದ್ದುಪಡಿಯನ್ನು ತರುತ್ತಾರೆ ಆದುದರಿಂದ ಈಗ 15ನೇ ಕ್ಲಾಜ್ ಹೇಗಿದೆ, ಸೆಲೆಕ್ಟ್ ಕಮಿಟಿಯವರು ಏನು ಒಪ್ಪಿಕೊಂಡಿದ್ದಾರೆ ಆ ರೀತಿ ಇರಬೇಕೆಂದು ನಾನು ತಮ್ಮಲ್ಲಿ ಪ್ರಾರ್ಥನೆಮಾಡಿಕೊಳ್ಳುತ್ತಿದ್ದೆನೆ. ಪ್ರತಿನಿಮಿಷ, ಪ್ರತಿಗಂಟೆಗೂ ಬದಲಾವಣೆ ಮಾಡಬೇಡಿ. ಈಗ ತಂದಿರುವ ತಿದ್ದುಪಡಿಯನ್ನು ವಾಪಸುತೆಗೆದುಕೊಳ್ಳಿ. ಈ ಸಭೆಯವರು ಪ್ಲಾನಿಂಗ್ ಕಮಿಷನ್ ಅವರ ಸೂಚನೆಯನ್ನು ಒಪ್ಪುವುದಕ್ಕಾಗುವುದಿಲ್ಲ ಕೇರಳ, ಬೊಂಬಾಯಿ, ಉತ್ತರ ಪ್ರದೇಶ, ಮಧ್ಯಪ್ರದೇಶ ಹೀಗೆ ಎಲ್ಲಕ್ಕೂ ಒಂದು uniform law ಮಾಡಿದರೆ ಅದನ್ನು ಒಪ್ಪಿಕೊಳ್ಳುತ್ತಾರೆಂದು ಪ್ಲಾನಿಂಗ್ ಕಮಿಷನ್ ಅವರಿಗೆ ಹೇಳಿ. ಈ ತಿದ್ದುಪಡಿಯನ್ನು ವಾಪಸು ತೆಗೆದುಕೊಳ್ಳಬೇಕೆಂದು ಸೂಚಿಸುತ್ತೇನೆ.

Mr. SPEAKER.—I will put the amendment proposed by the Hon'ble Minister: The question is :

"That for Clause 15, the following clause shall be substituted:—

"15. *Resumption of land by Members of Armed Forces:* (1) Where the landlord is a serving member of the armed forces, he shall be liable to file the statement under sub-section (1) of section 14 and his tenant shall be competent to make an application under Sub-section (1) of Section 58, within one year from the date on which such landlord ceases to be a serving Member of any such Force, and such landlord shall be entitled to resume land to the extent of the ceiling area whether his tenant is a protected tenant or not.

(2) In respect of any land of which the landlord is a serving Member of the armed forces, the provisions of Sections 14, 16, 17 18, 19, 20 and 41 and chapter III shall, subject to the provisions of sub-section (1), be applicable *mutatis mutandis*."

The amendment was adopted.

Mr. SPEAKER.—I will now put Clause 15 as amended. The question is:

"That Clause 15 as amended stand part of the Bill."

The motion was adopted.

Clause 15, as amended, was added to the Bill.

Clause 16.

Mr. SPEAKER.—There is an amendment by the Minister.

Sri KADIDAL MANJAPPA.—Sir, I beg to move:

"That (1) for item (1), the following shall be substituted:—

(1) If the landlord owns land not exceeding two basic holdings, he shall be entitled to resume one half of the land leased to the tenant:

Provided that, if the land owned by the landlord does not exceed one standard acre he shall not be entitled to resume any portion of the land leased to such tenant."

Mr. SPEAKER.—Ame dment moved:

"That (1) for item (1), the following shall be substituted:—

(1) If the landlord owns land not exceeding two basic holdings, he shall be entitled to resume one half of the land leased to the tenant:

Provided that, if the land owned by the landlord does not exceed one standard acre he shall not be entitled to resume any portion of the land leased to such tenant."

Sri KADIDAL MANJAPPA.—Sir, this amendment is tabled with a view to enable the small landholders to resume up to half the area leased. This is more advantageous both from the point of view of the tenant and the small holders.

Mr. SPEAKER.—There is an amendment to the amendment to be moved by Sri M. R. Patil.

Sri M. R. PATIL (Hubli).—Sir, I beg to move an amendment to the amendment of the Hon'ble Minister in the following terms:

"That for the proviso to item (1) in the amendment to clause 16, the following proviso shall be substituted."

"Provided that the right to resume by such landlord shall be subject to the condition in the case of a protected tenant he shall be left with at least one standard acre or the land actually held by him, whichever is less."

Mr. SPEAKER.—The amendment to the amendment moved:

"That for the proviso to item (1) in the amendment to clause 16, the following proviso shall be substituted."

"Provided that the right to resume by such landlord shall be subject to the condition in the case of a protected tenant he

shall be left with at least one standard acre or the land actually held by him, whichever is less."

Sri KADIDAL MANJAPPA.—I accept the amendment, Sir.

†Sri M. C. NARASIMHAN.—Sir, this is most extraordinary procedure. The House has a right to express its opinion before the Minister can say what he wants to say by way of reply.

Sir, I would like to clarify the broad position because the original amendment of the minister to Clause 16 was to the effect that the resumption would be restricted to one half in the case of land exceeding two basic holdings or otherwise at least one standard acre would be left with the tenant. The amendment of the Minister says:

"Provided that, if the land owned by the landlord does not exceed one standard acre he shall not be entitled to resume any portion of the land leased to such a tenant."

Any type of tenant along with the protected tenant would get the benefit. The amendment to the amendment would confer the right only in the case of the protected tenant. Under the Minister's amendment, he was entitled to retain up to two basic holdings. But Mr. Patil's amendment would mean that he can retain only one basic holding. There is no advantage. If the Hon'ble Minister feels that the proviso suggested by Sri M. R. Patil is more advantageous I can only say that he has not bestowed enough thought. The amendment moved by the Minister would confer the right on every type of tenant, but Sri M. R. Patil's amendment would confer the right only on the protected tenant. Only the protected tenant will have one standard acre. What will happen to the ordinary tenant? Nothing is mentioned in Shri M. R. Patil's amendment. I would suggest that the Revenue Minister should reconsider the position.

†Sri KADIDAL MANJAPPA.—Sir, the Hon'ble Member Sri Narasimhan has not grasped it properly. It makes a lot of difference. Supposing he is owning two standard acres. He can resume only what remains out after providing one acre to the protected tenant. Nothing is said in my amendment to say that any portion should be reserved to the tenant whether it is a protected tenant or permant tenant. If he has got 1½ standard acres, he can resume it without any consideration due to the tenant. Therefore, from the point of view of small tenant, this amendment is quite necessary. I have thought over the matter.

Sri M. C. NARASIMHAN.—It confers the right only on the protected tenant. What about the other tenants?

Sri KADIDAL MANJAPPA.—The other tenant will get half of it. I have considered the matter and it will be very useful Sir. I accept it.

Mr. SPEAKER.—I will put the amendment to the amendment to the House. The question is:

"That for the proviso to item (1) in the amendement to Clause 16, the following proviso shall be substituted".

"Provided that the right to resume by such landlord shall be subject to the condition in the case of a protected tenant he shall be left with at least one standard acre or the land actually held by him, whichever is less."

The amendment was adopted.

Mr. SPEAKER.—I will put the amendment to the House.

"That (1) for item (1), the following shall be substituted"

"(1) If the landlord owns land not exceeding two basic holdings, he shall be entitled to resume one half of the land leased to the tenant."

"Provided that the right to resume by such landlord shall be subject to the condition in the case of a protected tenant he shall be left with at least one standard acre or the land actually held by him, whichever is less."

The amendment was adopted.

3-00 P.M.

Mr. SPEAKER.—Amendments Nos. 86 and 87 do not survive.

Sri KADIDAL MANJAPPA.—I beg to move:

"That in item (*a*) for the words 'a basic holding' the words 'two basic holdings' shall be substituted."

Mr. SPEAKER.—Amendment moved:

"That in item (*a*) for the words 'a basic holding' the words 'two basic holdings' shall be substituted."

Sri KADIDAL MANJAPPA.—This is consequential. We have said in item (1) that a person having land not exceeding two basic holdings can resume half. Therefore this amendment has become necessary.

Mr. SPEAKER.—The question is:

"That in item (*a*) for the words 'a basic holding' the words 'two basic holdings' shall be substituted."

The amendment was adopted.

Sri J. B. MALLARADHYA.—I beg to move:

"That in item (3) for the words 'three' the words 'two and a half' shall be subsituted."

Mr. SPEAKER.—Amendment moved:

"That in item (3) for the words 'three' the words 'two and a half' shall be subsituted."

Sri J. B. MALLARADHYA.—I do not wish to make a speech. I want the Minister to accept it.

†Sri V. SRINIVASA SHETTY.—It is now agreed on the other side and the Minisner has come out with the suggestion that ceiling should be fixed at 18 acres. The question is, do you want all the lands to be resumed or a portion of it. Formerly it was three times the family holding, but since you have come down we have also come down to two and a half times for resumption. This is also in accordance with the views of the Planning Commission and so I hope the Minister will accept this amendment.

Sri KADIDAL MANJAPPA.—We have decided the ceiling area in the definition clause. The area mentioned in the original clause is consistent with the decision already taken and there is no need to accept this amendment.

Mr. SPEAKER.—The question is:

"That in item (3) for the words 'three' the words 'two and a half' shall be substituted."

The amendment was negatived.

Mr. SPEAKER.—The next amendment is in the name of Sri Venkatai Gowda. He is not here. The next amendment is in the name of the Minister.

Sri KADIDAL MANJAPPA.—I beg to move:

"That in item(7) after the word 'landlord' the words 'other than a small holder' shall be added."

Mr. SPEAKER.—Amendment moved:

"That in item (7) after the word 'landlord' the words 'other than a small holder' shall be added."

There is an amendment to this amendment. It may be moved.

Sri M. R. PATIL.—I beg to move the following amendment to the Minister's amendment:

"That in item (7) of Clause 16 for the words 'other than a small holder' the words 'other than a landlord owning land not exceeding two basic holdings' shall be substituted."

Mr. SPEAKER.—Amendment moved:

"That in item (7) of clause 16 for the words 'other than a small holder' the words 'other than a landlord owning land not exceeding two basic holdings' shall be substituted."

†Sri KADIDAL MANJAPPA.—The idea is that in the case of a small holder if he wants to resume the protected tenant should be left with at least one standard acre. In the case of other big holders and landlords who are not small landlords, the protected tenant should be left

(Sri KADIDAL MANJAPPA)

with at least a basic holding. In one case one standard acre should be left with the protected tenant and in the other case at least a basic holding should be left with the protected tenant. That is the idea. I accept the amendment to my amendment moved by Sri M. R. Patil.

Mr. SPEAKER.—I will first put the amendment to the amendment.

The question is:

"That in item (7) of Clause 16 for the words 'other than a small holder' the words 'other than a landlord owning land not exceeding two basic holding' shall be substituted."

The amendment was adopted.

Mr. SPEAKER.—I will put the Minister's amendment as amended:

The question is:

"That in item (7) after the words 'landlord' the words 'other than a landlord owning land not exceeding two basic holdings' shall be added."

The amendment was adopted.

Sri M. C. NARASIMHAN.—I beg to move:

"That for item (9) the following shall be substituted."

"(9) No landlord who owns or is cultivating personally land not exceeding 10 standard acres on the date this Act comes into force or who has been assessed to any profession tax, sales tax or income-tax under the laws relating to levy of such taxes; provided that in the case of paying the aforesaid taxes the landlord may be allowed to resume land not exceeding 5 acres."

(*Amendment No.* 89)

Mr. SPEAKER.—Amendment moved:

"That for item (9) the following shall be substituted."

(9) No landlord who owns or is cultivating personally land not exceeding 10 standard acres on the date this Act omes into force or who has been assessed to any profession tax, sales tax or income-tax under the laws relating to levy of such taxes; provided that in the case of paying the aforesaid taxes the landlord may be allowed to resume land not exceeding 5 acres."

(*Amendment No.* 89)

†Sri M. C. NARASIMHAN.—There is some mistake in the wording. I do admit, but the idea is that there should be such a restriction on resumption. In the Madras Cultivating Tenants Protection Act persons who are liable to pay sales tax income-tax or other taxes are not entitled

to resume and land. What is stated in item (9) is that the income by the cultivation of land must be the principal source of income. This is not very precise and it is rather vague. So I have said "if the landlord is liable to pay sales tax or income-tax etc." That would cover the cases envisaged in item (9). My idea in moving this amendment is to make the item a little more precise. I hope the Minister will appreciate it.

†Sri KADIDAL MANJAPPA.—Sir, Clause 16 (9) is very specific. A landlord's right to resume land for personal cultivation under clause 14 is subject to the condition that the income by the cultivation of the land of which he is entitled to resume shall be the principal source of income for the maintenance of the landlord. That means all persons who pay income tax and other taxes will be debarred from resuming their lands. Even though they do not passess 3 family holdings if they pay income tax and other taxes they will be debarred from resuming the land for personal cultivation. The provision in the original item is more helpful than the amendment suggested by the Hon'ble Member.

Sri M. C. NARASIMHAN.—I beg leave of the House to withdraw the amendment.

Hon'ble Member.—Yes.

The amendment was, by leve of the House ; withdrawn.

Mr. SPEAKER.—The question is:

"That Clause 16, as amended, stand part of the Bill."

The motion was adopted.

Clause 16, as amended, was added to the Bill.

Clause 17 *to* 19

Mr. SPEAKER.—The question is:

"That Clauses 17, to 19 both inclusive stand part of the Bill."

The motion was adopted.

Clauses 17, to 19 both inclusive were added to the Bill.

Clause 20

Mr. SPEAKER.—The Members who tabled amendments to this clause are not presents. The question is :

"That Clause 20 stand part of the Bill."

The motion was adopted.

Clause 20 was added to the Bill.

Clause 21

Sri KADIDAL MANJAPPA.—I beg to move :

"That in item (*a*) of sub-clause (2) for the words 'who is a minor' the words 'who is a minor, a widow or an unmarried woman' shall be subtituted."

Mr. SPEAKER.—Amendment moved :

"That in (*a*) of sub-clause (2) for the words 'who is a minor' the words 'who is a minor, a widow or an unmarried woman'' shall be substituted.''

Sri KADIPAL MANJAPPA.—This is a consequential amendment.

Mr. SPEAKER.—The question is :

"That in item (*a*) of sub-clause (2) for the words 'who is a minor' the words 'who is a minor, a widow or an unmarried woman' shall be substituted.''

The amendment was adopted.

Mr. SPEAKER.—The question is :

"That Clause 21, as amended stand part of the Bill.''

The motion was adopted.

Clause 21 as amended was added to the Bill.

Clause 22

Sri J. B. MALLARADHYA.—My amendment refers to a printing mistake. Instead of 'land' the word used is 'and'

Mr. SPEAKER.—We can alter it ourselves. No amendment of thi type is necessary.

Sri M. C. NARASIMHAN.—I beg to move :

"That in item (*a*) of sub-clause (1) for the word 'two' the word 'three' shall be substituted''.

Mr. SPEAKER.—Amendment moved :

"That in item (*a*) of sub-clause (1) for the word 'two' the word 'three' shall be substituted''.

†Sri M. C. NARASIMHAN.—This is an important clause governing the eviction of tenants for default etc. Though there may be a statutory protection restricting the right of landlord to evict a tenant, exceptions have been granted in sub-clause (*a*) to (*e*) which are so vague as to take away the right really conferred on the tenant. The rights of tenants against eviction is thus made most illusory. With a view to see it restricted—we cannot prevent it total y—I have moved the amendment. I have provided certain safeguards to the tenants ; instead of two consequtive years, it should be three consequtive years. Supposing the tenant does not pay rent on the due date or prior to it as prescribed in the lease deed, even if he pays subsequently he comes within the purview of this section and proceedings would be intiated against him. What I suggest is that instead of two consequtive years, it my be Three consequtive years. It is only a question of making it a little easier for the tenant. After all the right of the landlord to get arrears

of rent in the civil court is not barred. It is only for the purpose of eviction this restriction has been provided in the amendment. The Minis er who is interested in the welfare of the tenant must persuade himsilf to accept this amendment.

† Sri KADIDAL MANJAPPA.—The original Bill had provided for three consiqutive years. The Select Committee thought that it would be giving too much liberty to the tenants to commit defaults. According to the present wordings the tenant can pay one year's rent and default next year, then pay the next year and then default and so on. Added to that he will have the opportunity of getting relief under section 23 even at the stage when the tribunal gives him relief against eviction. Therefore the argument put forward by my friend that the protection against eviction of tenants is 'illusory' is not at all tenable.

Sri M. C. NARASIMHAN.—I would withdraw the amendment.

The amendment was, by leave of the House, withdrawn.

Sri KADIDAL MANJAPPA.—I beg to move :

"That in item a of sub-clause (1) for the word 'notice' the words 'notice in writing' shall be substituted."

Mr. SPEAKER.—Amendment moved :

"That in item (*a*) of sub-clause (1) for the word 'notice' the words 'notice in writing' shall be substituted."

Sri KADIDAL MANJAPPA.—This is a simple amendment. Some Hon'ble Members thought oral notice is not adequate and written notice is necessary.

Mr. SPEAKER.—The question is :

"That in item (*a*) of sub-clause (1) for the word 'notice' the words 'notice in writing' shall be substituted."

The amendment was adopted.

Sri M. C. NARASIMHAN.—I beg to move :

That in items (*b*) and (*c*) of sub-clause (1) shall be deleted.

Mr. SPEAKER.—Amendment moved :

"That in items (*b*) and (*c*) of sub-clause (1) shall be deleted."

†Sri M. C. NARASIMHAN.—The object of my amendment deleting the sub-clause (*b*) and (*d*) is only with a view to see that the mischief of eviction is reduced or restricted to the minimum. There are cases where a mere digging of a pit in the landlord's land has been deemed as sufficient for the purpose of securing eviction. I know of a case where a decree on such grounds was obtained at the hands of the revenue tribunal. Nobody knows what is damage. It is left to the discretion to the tribunal.

(Sri M. C. NARASIMHAN)

After all, you concede that the tenant ultimately becomes the owner. Hereafter what is the relationship of the landlord and the tenant? It is not in the same position as it was previously. Hereafter, the tenant is supposed to become the owner. One way or other he will naturally become the owner. There is no doubt about it. What are the cases where the land is going to be leased to the tenant? In very few cases, in the case of small holder and with regard to the resumable land. When that is the position you can expect the tenant to take care of the landlord. I can understand the landlord saying that he shall recover the damages from the tenant but should be the tenant deprived of the only means of livelihood. If the view of the Minister is that that is the prevalent practice in the country, then we can easily say that the tenant shall pay such damages as is determined by the tribunal in respect of permanent injury. Why should he be evicted by the landlord? We do not know what exactly would be the grounds and what would be the precise situation which will persuade the tribunal to give a decision. I do not understand correctly what exactly is the implication or the import of this sub-clause (*b*). Sub-clause (*b*) says 'if the tenant does not cultivate the land personally.....' Personal cultivation has been defined as cultivation through a servant or hired labour. He can set up a plea that he has cultivated it with the help of servant or hired labour; so he can come forward and say that he is cultivating personally. Whether the tenant should give personal, physical labour, whether it is necessary, is not clear. If this is not clear, if it is deemed sufficient that a tenant can cultivate the land through hired labour or servant, if this is not a ground for eviction, I do not see what purpose the landlord has got.

†Sri J. B. MALLARADHYA.—I am inclined to support my friend Mr. Narasimhan with regard to item (*d*). Where is the need for sub-clause (*d*) "that the tenant has failed to cultivate the land personally". Item (*c*) says: "that the tenant has sub-divided, sublet or assigned the land in contravention of Section 21". ಇದು ಅನಾವಶ್ಯಕವೆಂದು ನನ್ನ ಭಾವನೆ. ಈಗಾಗಲೇ ಡೆಫಿನಿಷನ್ ಆಫ್ ಪರ್ಸನಲ್ ಕಲ್ಟಿವೇಷನ್ ಎನ್ನುವುದನ್ನು ಈ ಸಭೆಯವರು ಒಪ್ಪಿಕೊಂಡಿದ್ದಾರೆ. ಅದು ಇತ್ಯರ್ಥವಾಗಿದೆ. ಅದರ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಇದನ್ನು ಏತಕ್ಕೆ (ಡಿ) ನಲ್ಲಿ ಇಟ್ಟಿರಬೇಕು?

Sri S. D. KOTHAWALE (Chikodi).—This is possibly a case where the land is not cultivated personally.

Sri J. B. MALLARADHYA.—If this clause is read with Clause 2(11) where they have already defined the words "to cultivate personally", I feel that there is no need for item (*d*).

†Sri V. SRINIVASA SHETTY.—We know what 'cultivate personally' means, because it is generally 'cultivating not personally or 'cultivating impersonally', that is through anybody—servant or hired labour. It does not contemplate 'cultivating through tenants'. For that you have

provided in item (c). I cannot contemplate anyother situation where a person can cultivate except through tenants.

Sri K. PUTTASWAMY (Mysore).—Suppose it is not sub-letting or assigning but simply allowing some other man to cultivate. Those cultivation goes on, but it is neither sub-letting nor assigning. It might happen like that. He is indifferent. He does not sublet land; nor does he assign it nor dees he cultivate it. He simply allows some other man to cultivate the land. By neglect, he does not come in the way of another cultivating the land. There may be such cases also; some other person ignoring right of the tenant comes and cultivates the land.

Sri V. SRINIVASA SHETTY.—It is illegal cultivation.

3-30 P.M.

Sri M. RAMAPPA.—Sir, if the Hon'ble Minister were to go on consulting others, what is the use?

Sri KADIDAL MANJAPPA.—Sir, it is said, ones own labour, labour by family members, hired labour but under the supervision of the tenant of his family members. There may arise a case where non of these elements are present as defined. As Mr. Puttaswamy just now observed, there may be cases not amounting to sub-let or sub-divding but the land might have been cultivated some how by a trespasser.

Sri J. B. MALLARADHYA.—Does he take the share?

Sri KADIDAL MANJAPPA.—He may not take share; he just keeps

Sri B. G. KHOT.—I want to know whether this clause covers the cases of land where the tenant either does not cultivate ar allows it to lie fallow are applied it to a non-agricultural purpose. Probably, this clause refers to such cases also.

Sri KADIDAL MANJAPPA.—The emphasis is laid on the word "personal".

Sri M. RAMAPPA.—Sir, as a matter of fact, originally in the Select Committee, that was not the idea. We did not contemplate any case which could come under sub-clause (d). Now, it reads very ridiculous because it is not obligatory on the landlord or tenant to cultivate it. He can sit here and cultivate his lands in South Canara.

Sri KADIDAL MANJAPPA.—No. There must be personal supervision for personal cultivation. What applies to the landlord must apply to the tenant also. But, one contigency which Mr. Khot brought to our notice here and that is, when the tenant leave the land follow with a purpose to see that it becomes useless. Such cases should be covered.

Sri M. RAMAPPA.—Sir, there may be certain cases wher the tenat may leave the land fallow to harrass the landlord or to see the land deteriorates. It should cover certain cases; otherwise, there is no use. When, we legislate something, there must be some meaning. So, the word 'personal' must be deleted here.

Mr. SPEAKER.—Cultivating personally has a peculiar meaning. If you leave the word 'personal', it will mean that the tenant has failed to cultivate the land. How ? By his own labour. So, the tenant may not himself cultivate the land but he can use his hired labour. Let it remain there.

†Sri K. PUTTASWAMY.—Sir, I do not appreciate the contention of my friend for the removal of the word 'personal'. In item (11)-Section 2, what is cultivating personally is defined. It means, to cultivate the land on ones own account, by ones own labour or by the labour of ones own family or by hires labour or by servant payable in cash or kind but not in crop share. I would like to impress upon the House the phrase "not in share". My learned friends on the other side pointed out that even without using the word 'personal', the meaning can be carried because to cultivate personally has been defined here. He might cultivate the land with the assistance of others but he may take a crop share. In such cases, it is not cultivation personally. It is not even sub-let. Hereafter, if there should be any lease at all, the maximum rent which is allowable has been fixed under the statute. So, if a person cultivates the land through some other person and gives a crop share as his share, then, it ceases to be personal cultivation. To cover such cases, the term "when the tenant has failed to cultivate the land personally" has been used. Crop share in the cultivation of the land has been excluded.

Sri V. S. PATIL.—He says, unless there is a crop share there cannot be any personal cultivation. Here the wording used is :

If the tenant has sub-divided or sub-let. It clearly means that he has given it to another person on the crop share basis. That will be sub-letting. Will it not cover ?

Sri K. PUTTASWAMY.—In every case of lease, the fixed amount of lease is there. Unless there is fixed amount, it cannot be a lease. It would be a case of sub-letting. It is something like taking a definite share in the crop : and if a man by understanding allows another man to cultivate the land in lieu of any consideration of take a certain share out of the crops grown Sir, even then it may not be a case of cultivating the land personally. In such cases (*d*) would be necessary. If he allows anoter man the cultivate the land even though he supervises and if he allows the cultivator to a definite share in the crop grown, then it would not amount to cultivating the land personally. Therefore, this clause as it is very necessary. The word 'personally' should be retained. It is necessary.

Sri J. B. MALLARADHYA.—Sir, it is very evident it is an after thought trying to justify the word 'personal cultivation'. We have already defined this. Where is the need for this ? Merely because it was there, he wants to justify. There is no argument that is coming forward. The House has accepted the modified definition. Where is

the need for 'personal cultivation' ? I do not know from where they have borrowed this expression.

Sri KADIDAL MANJAPPA.—Sir, after listening to the arguments advanced on this side, I have come to the conclusion that these words should be retained, because 'to cultivate personally' has been defined in item (11) of Clause 2. There may be cases of persons who do not cultivate personally even they have not sub-let the land. If he has sub-let the land, it will be a ground for terminating the tenancy. Even without sub-letting, there may be cases in which the tenant does not cultivate personally. For instance please refer to explanation in item (*b*) of Clause 2 :

> "A person who takes up a contract to cut grass or together the fruits or other produce of any land, shall not on that account only be deemed to cultivate such land."

Therefore, I feel it necessary to retain these words 'personal cultivation'.

Mr. SPEAKER.—Is it sufficient to retain it as it is or is it necessary that some period should be put in there ?

Sri KADIDAL MANJAPPA.—The emphasis is on the 'personal'. But I have no objection if any prescribed.

Mr. SPEAKER.—In the Bombay Act, I remember that if the tenant has left the land fallow for a period of 2 years, it was resumable.

Sri KADIDAL MANJAPPA.—I have no objection for adding 'for a period of two consequtive years'.

Mr. SPEAKER.—For the sake of procedure, I will put the amendment No. 105 of Sri M. C. Narasimhan to the House.

The question is :

> "That items (*b*) and (*d*) of sub-clause (1) shall be deleted."

The amendment was negatived.

Mr. SPEAKER.—Sri Narasimhan may now move the amendment.

Sri M. C. NARASIMHAN.—Sir, I beg to move :

> "That at the end of Clause 22 (*d*) the words 'for a period of two consequtive years' may be added."

Mr. SPEAKER.—Amendment moved.

> "That at the end of Clause 22 (*d*) the words 'for a period of two consecutive years' may be added."

Sri KADIDAL MANJAPPA.—I accepted the amendment, Sir.

Mr. SPEAKER.—The question is :

> "That at the end of Clause 22 (*d*) the words 'for a period of two consecutive years' may be added."

The amendment was adopted.

Sri V. S. PATIL.—Sir, I beg to move :

"That in Clause 22(1), after the existing proviso the following proviso shall be added :—

"provided further that the landlord has not either directly or indirectly encouraged the tenant to commit any of the acts or omissions referred to a above."

Mr. SPEAKER.—Amendment moved :

"That in Clause 22 (1), after the existing proviso the following proviso shall be added :

"provided further that the landlord has not either directly or indirectly encouraged the tenant to commit any of the acts or omissions referred to above."

†Sri V. S. PATIL.—Sir, the puppose for which I have moved this amendment is that we have not accepted five grounds on which the tenant could be evicted. The first ground is, failure to pay rent for two years continuously ; (2), if the tenant commits any act which is permanently injurious to the land ; (3) if he sub-divides or sub-lets or assign his interest ; (4) if he ceases to cultivate the land personally for two years ; (5) if he uses the land for any other purposes other than agricultural or allied pursuits. These are the five grounds on which we have give the right to the landlord to evict the tenant. We all know that the tenant-class is completely at the mercy of the landlord class and in order to evict such tenants, the landlords find out thousand and one ways of getting his objective secured. We have come across several cases in which the landlords themselves have encouraged the tenant to commit these acts-non-payment of rent, or sub-division o sub-letting. There are so many cases in which these landlords themselves encourage the tenant to sleep over these matters and then they issue notice to evict them. In orders to prevent the landlords from using these will means to evict the tenants and to protect the tenants who are really backward illiterate and in experienced, I should like to introduce this further proviso ; and I think the ruling party as well as their representatives the Hon'ble Revenue Minister will see the necessity for a proviso like this in order to give protection to tenants.

†Sri M. RAMAPPA.—I support the amendment in principle. For instance sub-clause (*e*) says "that the tenant has used such land for a purpose other than agriculture or allied pursuits." The tenant may have used it with the permission or the knowledge of the landlord for a non-agricultural purpose. In such cases what should happen to the tenant ? The landlord cannot turn round and make a ground for eviction of the tenant. To cover cases where the tenant has done this with the permission or knowledge of the landlord, some provision is absolutely necessary. What a tenant does may not appear to be injurious to the land now and the landlord may have agreed to it, but after some time if it becomes injurious, that should not entitle the landlord to turn

round and evict the tenant on that ground. In such cases I would suggest that the words "without the consent of the landlord", may be added in an appropriate place. if the tenant has used it for those purposes without the consent of the landlord, then only he should be liable for eviction.

Sri KADIDAL MANJAPPA.—These are matters to be settled by the Tribunal. The landlord has to give 6 months notice of his intention to terminate the tenancy. If the tenant pleads that there was breach on account of the landlord's consent, direct or indirect encouragment, that is a matter to be settled by the Tribunal while passing the order on the application of the landlord for evicting the tenant on the grounds mentioned in this clause.

Mr. SPEAKER.—The question is :

"That after the existing proviso the following proviso shall be added."

"Provided further that the landlord has not either directly or indirectly encouraged the tenant to commit any of the acts or omissions referred to above."

The amendment was negatived

Mr. SPEAKER.—I will first take amendment No. 103 and then 107.

Sri J. B. MALLARADHYA.—I beg to move :

"That at the end of the proviso to sub-clause (1) the following proviso shall be added."

"Provided further that no landlord shall be entitled to claim or collect arrears of rent for more than two years prior to 30th June 1960 whether the same be payable under a contract, decree or order of a court or under any law for the time being in force. The tenant in such cases, shall be allowed time not exceeding six months from the said date for payment of arrears."

Mr. SPEAKER.—Amendment moved.

"That at the end of the proviso to sub-clause (1) the following proviso shall be added."

"Provided further that no landlord shall be entitled to claim or collect arrears of rent for more than two years pior to 30th June 1960 whether the same be payable under a contract, decree or order of a court or under any law for the time being in force. The tenant in such cases, shall be allowed time not exceeding six months from the said date for payment of arrears."

Sri V. SRINIVASA SHETTY.—I beg to move :

"That after the Explanation to proviso to sub-clause (1) the following proviso shall be added."

"Provided further that no landlord shall be entitled to claim to collect arrears of rent for more than two years prior to 20th June 1961 whether the same be payable under a contract, decree or order of a court or under any law for the time being in force. The tenant in such a case shall be allowed time not exceeding six months from the said date for payment of arrears."

Mr. SPEAKER.—Amendment moved.

"That the Explantion to proviso to sub-clause (1) the following proviso shall be added."

"Provided further that no landlord shall be entitled to claim or collect arrears of rent for more than two years prior to 20th June 1961 whether the same be payable under a contract, decree or order of such a court or under any law for the time being in force. The tenant in such a case shall be allowed time not exceeding six months from the said date for payment of arrears."

Sri M. C. NARASIMHAN.—I beg to move :

"That after sub-clause (3), the following sub-cluses shall be added."

"(4). All arrears of rent outstanding on 11th April 1957 from a tenant belonging to any of the classes mentioned in column (1) below to his landlord, whether the same be payable under a decree of order of court of under any law or contract shall be deeed to be fully discharged if payment of the amount specified against it in column (2) is made withim one year of the commencement of this Act."

Class of tenant.	*Amount payable for the discharge of entire arrears.*
I Tenant holding less than 5 acres of double crop or its equivalent in the aggregate.	One year's rent or the actual amount in arrears whichever is less.
II Tenant holding 5 acres and more but less than 15 acres of double crop or its equivalent in the aggregate.	Two years' rent or the actual amount in arrears whichever is less.
III Tenant holding 15 acres of double crop or its equivalent or more in the aggregate.	Three years' rent or the actual amount in arrears whichever is less.

Provided that where an intermediary had collected rent in excess of the amount payable under this sub-section for any period prior to 11th April 1957 and has not paid the same to his landlord he shall be liable to pay such excess also to his landlord.

Provided that the above provisions shall not apply to the arrears of rent due to a small holder as defined in this Act.

(5) Any rent paid by a tenant after 11th April 1957 shall be deemed to be payment towards the rent accrued due after that date and the balance if any shall be credited towards arrears accrued due before the said date.

(6) Where before the commencement of this Act any court ha ordered eviction of a tenant on the ground that he has not paid arrears of rent but the tenant has not been actualy evicted the decree for eviction shall be annulled on the tenant depositing the rent due as provided in sub- section (5)."

MR. SPEAKER.—Amendment moved:

"That after sub-clause (3), the following sub-clause shall be added."

"(4). All arrears of rent outstanding on 11th April 1957 from a tenant belonging to any of the classes mentioned in column (1) below to his landlord, whether the same be payable under a decree or order of court or under any law or contract shall be deemed to be fully discharged if payment of the amount specified against it in column (2) is made within one year of the commencement of this Act:

Class of tenant.	*Amount payable for the discharge of entire arrears.*
I Tenant holding less than 5 acres of double crop or its equivalent in the aggregate.	One year's rent or the actual amount in arrears whichever is less.
II Tenant holding 5 acres and more but less than 15 acres of double crop or its equivalent in the aggregate.	Two years' rent or the actual amount in arrears whichever is less.
III Tenant holding 15 acres of double crop or its equivalent or more in the aggregate.	Three years' rent or the actual amount in arrears whichever is less.

Provided that where an intermediary had collected rent in excess of the amount payable under this sub-section for any period prior to 11th April 1957 and has not paid the same to his landlord he shall be liable to pay such excess also to his landlord.

(Mr. Speaker)

Provided that the above provisions shall not apply to the arrears of rent due to a small holder as defined in this Act.

(5) Any rent paid by a tenant after 11th April 1957 shall be deemed to be payment towards the rent accrued due after that date and the balance if any shall be credited towards arrears accrued due before the said date.

(6) Where before the commencement of this Act any court has ordered eviction of a tenant on the ground that he has not paid arrears of rent but the tenant has not been actually evicted the decree for eviction shall be annulled on the tenant depositing the rent due as provided in sub-section (5)."

†Sri J. B. Mallaradhya.—Sir. I have suggested this amendment with a view to protect the innocent tenants. It is our experience as it must be the experience of the Revenue Minister that in a large majority of cases in the rural areas receipt for rent paid is very rarely, if any, issued by the landlord. That happens on the understanding that the relationship between the landlord and the tenant is very cordial and it is also based on *mamul* for a number of years. In my own case even from the time when my father was alive, for all the paddy that was brought home we never issued any receipt. This goes on tradition so long as the relationship between the tenant and the landlord is cordial and no controversy will arise. But quite a large number of landlords due so reasons best known for themselves would like to have their pound of flesh in which case the poor tenant will be at a disavantage. Particularly with the passing of this Bill some of the landlords who may be affected would like to see that they get their pound of flesh. So if a provision is not made in the Bill restricting the period to which arrears can be recovered, this will work a serious hardship on the tenants. I would request the Revenue Minister to examine the case and make a provision in this Bill to meet such cases. That is why I have said that whatever might be due according to the landlord, the arrears of rent from tenant which can be claimed should not exceed two years rent in any case. If the tenant wants time for payment six months time should be allowed. This is necessary from the humanitarian point of view. Unless there is recorded evidence on the part of the tenant, He will be it a disadvantage. The landlord bound to ask for the receipts of rent. Having regard to this very inconvenient and disadvantageous position in which the tenant is ordinarily placed, I think this reasonable facility and concession is legitimately due to the tenant and I hope the Hon'ble Revenue Minister will take a humanistic view of this and accept the amendment.

4-00 P.M.

†Sri V. Srinivasa Shetty.—This point was brought to the notice of the Hon'ble Revenue Minister more than once during the course of

the discussion of the Bill in this house, during the Select Committee meetings and more than that my dissenting note on respect of Clause 22 speaks of this point.

We have applied ceilings on so many things and it is better we put a ceiling on past arrears also. I thought the Hon'ble Minister was very receptive to this argument but I find that though he was very anxious to protect the landlords and vested interests, ... he has moved umpteen amendments to so many clauses to confer undue advantages on the landlords ... he has not agreed to move any amendment with regard to protecting the tenants for past arrears. Does not the Hon'ble Minister understand the evil practice to which my Hon'ble friend referred to and to which he himself is a party. How does the Minister propose to protect the interests of tenants if the landlord should go to the tribunal and say that he wants possession of the land because there are three years' arrears. How can the tenant effectively prove the discharge of the rent.

I would be very happy if the Minister for Revenue is prepared to accept the amendment of my friend Mr. Narasimhan because that has been adopted from the Kerala Bill. For certain categories it is one year's rent, for certain other categories it is two years, rent and for the third category it is three years' rent. Supposing the tenant has discharged the rent for one year. He can prove before the tribunal that only one years' rent is due. For two more years the landlord is not entitled to claim or get rent. He can get only for less than 2 years. This problem has to be viewed from the practical aspect. I do know the kind of pity we entertain for the tenants. It is not as if my friend the Minister does not know about this. We have raised this matter so many times at so many places. Of course I am aware that the Minister is subject to the pressures and pulls applied on him by the vested interests but unfortunately the tenants are not forceful enough to pull the Minister to their side. In my amendment I have suggested the date should be 30th June 1961 because I do not know when this bill would become law. Of course I find the other side is anxious to get the Bill passed by to-morrow. This sense of urgency is for some other purpose and not for protecting the tenants. The Bill has to go for the assent of the President and it is possible it may be sent back for reconsideration.

If the Hon'ble Minister for Revenue does not find my amendment good enough. I would be very happy if the two other amendments any one of them is accepted.

Sri J. B. MALLARADHYA.—I would like to bring to the notice of the Minister that in the Kerala Bill there is an independent section with regard to discharge of arrears of rent and I do not know why we have notably omitted any reference.

†Sri KADIDAL MANJAPPA.—Sir, this is not the appropriate section to consider this question. I will examine the problem tonight and I will tell the House to-morrow. This section applies to existing tenants and existing arrears on the appointed day.

Sri V. SRINIVASA SHETTY.—We would be very happy if a provision is made in any part of the Bill.

Sri M. C. NARASIMHAN.—If the Minister is prepared to bring in the amendment somewhere, we are prepared to withdraw our amendment.

Sri KADIDAL MANJAPPA.—I am unable to submit anything to the House just now. It is quite possible I will myself bring in an amendment in the appropriate place. This will be made clear to-morrow. This place is not appropriate for the amendment.

Sri J. B. MALLARADHYA.—Supposing after examination, the Minister does not find it necessary. Then we would lose the opportunity of voting. I suggest the clause may be postponed.

Sri KADIDAL MANJAPPA.—I am sure this is not the appropriate section for dealing with the question. For example this could be provided in the miscellaneouse provisions or an independent section may be adesirable.

Sri V. SRINIVASA SHETTY.—If you do not move the amendment tomorrow, can we move the amendment later on.

Sri KADIDAL MANJAPPA.—Yes, you can.

Sri V. SRINIVASA SHETTY.—I would withdraw my amendment.

The amendment was, by leave of the House, withdrawn.

Sri J. B. MALLARADHYA.—I would withdraw my amendments.

The amendment was, by leave of the House, withdrawn.

Sri M. C. NARASIMHAN.—I would withdraw the amendment.

The amendment was, by leave of the House, withdrawn.

Sri KADIDAL MANJAPPA.—I beg to move:

"That in sub-clause (3) for the words 'who is a minor' the words 'who is a minor, a widow or an unmarried woman' shall be substituted."

Mr. SPEAKER.—Amendment moved:

"That in sub-clause (3) for the words 'who is a minor' the words 'who is a minor, a widow or an unmarried woman' shall be substituted."

Sri KADIDAL MANJAPPA.—This is a consequential amendment.

Mr. SPEAKER.—The question is.

"That in sub-clause (3) for the words 'who is a minor' the words 'who is a minor, a widow or an unmarried' shall be substituted."

The amendment was adopted

Mr. SPEAKER.—The question is.

"That Clause 22, as amended, stand part of the Bill."

The motion was adopted.

Clause 22, as amended, was added of the Bill.

The House adjourned for recess at Ten Minites past Four of the Cloek and reassmbled at Forty Minutes past Four of the Clock.

[Mr. SPEAKER in the Chair]

ಶ್ರೀ ಜೆ. ಬಿ. ಮಲ್ಲಾರಾಧ್ಯ.—ಸ್ವಾಮಿ, ಈ ನಥೆಯನ್ನು ಬೆಳಿಗ್ಗೆ ಮತ್ತು ಸಾಯಂಕಾಲ ನಾಳೆಯೂ ನಡೆಸುವುದರಿಂದ ನಮ್ಮ ಕಡೆಯ ಸದಸ್ಯರಿಗೆ ಬಹಳ ಅನಾನುಕೂಲಗಳಾಗುತ್ತವೆ. ಅದರಲ್ಲೂ ಇವೊತ್ತು ರೆಡಿಸ್ಟ್ಲೇಟರ್ಸ್ ಹೋಂನಲ್ಲಿ ಕೆಲವರಿಗೆ ಊಟವೂ ಸಿಗದೆ ಅನಾನುಕೂಲವಾಯಿತು. ಆದಕಾರಣ ಸರಕಾರದವರು ಒಪ್ಪಿದರೆ ನಾಳೆಯ ದಿನ ಅಧಿವೇಶನವನ್ನು ಮಧ್ಯಾಹ್ನ 12 ಗಂಟೆಯಿಂದ ಸೇರುವಂತೆ ಮಾಡಿದರೆ ಅನುಕೂಲವಾಗಿರುತ್ತದೆ. ಈ ರೀತಿಯಾಗಿ ಬೆಳಿಗ್ಗೆ ಎಂದು ನಥೆಯನ್ನು ನಡೆಸಿದರೆ ಬಹಳ ಅನಾನುಕೂಲವಾಗುತ್ತದೆ.

Sri KADIDAL MANJAPPA.—I will be making a submission after consulting the Leader of the House.

ಅಧ್ಯಕ್ಷರು.—ಈಗ ಬೆಳಿಗ್ಗೆ ಎಂಟೂವರೆ ಗಂಟೆಯಿಂದ 12 ಗಂಟೆಯವರೆಗೆ ಮತ್ತೆ ಮಧ್ಯಾಹ್ನ 2 ರಿಂದ 6 ಗಂಟೆಯವರೆಗೆ ಎಂದು ಮಾಡಿದರೆ ಒಟ್ಟು ಐದುವರೆಗಂಟೆಗಳ ಕಾಲದಷ್ಟು ಕೆಲಸ ಮಾಡಿದ ಹಾಗಾಗುತ್ತದೆ. ಇದಕ್ಕೆ ಬದಲಾಗಿ 12 ಗಂಟೆಯಿಂದ ಸಾಯಂಕಾಲದವರೆಗೆ ಒಮ್ಮೆಲೇ ಕುಳಿತು ಐದಾರು ಗಂಟೆಗಳ ಕಾಲದಷ್ಟು ಕೆಲಸ ಮಾಡಬಹುದು. ಹಾಗೆ ಮಾಡಿದರೆ ನನಗೂ ಅನುಕೂಲವಾಗುತ್ತದೆ. ಏಕೆಂದರೆ ನಾನು ರಾತ್ರಿ ವೇಳೆಯಲ್ಲಿ ಅಮೆಂಡುಮೆಂಟುಗಳನ್ನು ನೋಡುವ ತೊಂದರೆ ತಪ್ಪುತ್ತದೆ.

Clauses 23 to 26.

Mr. SPEAKER.—The question is :

"That Clauses 23, to 26, both inclusive, stand part of the Bill."

The motion was adopted.

Clauses 23, to 26, both inclusive, were added to the Bill.

Clause 27.

Sri M. C. NARASIMHAN.—Sir, I move :

"That the first proviso to the clause shall be deleted."

Mr. SPEAKER.—Amendment moved :

" That the first proviso to the clause shall be deleted. "

†Sri M. C. NARASIMHAN.—The point here involved is simple. The first proviso to section 27 says " that a tenant shall not be entitled to compensation under this section if the tenancy is terminated by surrender on the part of the tenant. " I think it has reference to trees planted by the tenant on the landlord's land. The very section says that if the tenant has planted trees, then he is entitled to compensation on the termination of the tenancy. Whether it is termination of tenancy by voluntary surrender or absence of the landlard, what has that to do with compensation to a tenant planting trees. Irrespective of the manner in which the tenancy comes to an end, he would have incurred a certain amount of expenditure. You are paying compensation because of the investment made and not because of anyother thing. If the landlord invested money and planted trees, then the tenant is not entitled to compensation. If the compensation is to be paid on account of the fact that the tenant himself has planted trees, there is no valid reason for retaining the proviso which deprives him of any compensation to which he is entitled.

Sri KADIDAL MANJAPPA.—When the tenant surrenders, it is prosumed he will surrender on the plea that it is not advantageous to hold the land or for some understanding with the landlord that he should get something in return for the surrender. In either case there is no need to provide for compensation. Nobody will compel the tenant to surrender his interests in the land. Therefore there is no need to accept the amendment.

Sri M. C. NARASIMHAN.—Assuming that all the arguments of the Minister are correct, surrender may be due to perfectly valid reasons, but what has that got to do with the compensation that is due to him for trees planted by him. That is entirely different.

Mr. SPEAKER.—I will put the amendment to vote.

The question is :

" That the first proviso to the clause shall be deleted. "

The amendment was negatived.

Mr. SPEAKER.—The question is :

" That Clause 27 stand part of the Bill. "

The motion mas adopted.

Clause 27 was added to the Bill.

Clause 28.

Mr. SPEAKER.—Sri Khot is not present to move amendment 118. The question is :

" That Clause 28 stand part of the Bill. "

The motion mas adopted.

Clause 28 was added to the Bill.

Clause 29.

Sri V. S. PATIL.—Sir, I move :

" That the following words shall be added at the end :—

" but not the expenses of a survey or revision survey or of pot hissa measurments. "

Mr. SPEAKER.—Amendment moved :

" That the following words shall be added at the end :—

" but not the expense of a survey or revision survey or of pot hissa measurements. "

†Sri V. S. PATIL.—We have heard the Revenue Minister saying that he wants to have a re-survey practically of the whole State in view of the changed circumstances, price structure and the facilities for water etc. That have taken place or are taking place in the State. They want to have a revision survey and if it is introduced—and it is being introduced—the expenses for the revision survey, if they are to be charged on the tenant, that will be rather absurd. It would have been reasonable if the rents had been, like Bombay in terms of assessment, twice or four times the assessment, because the landlord would not be gettting much more. But here we have passed a clause under which the rents have been increased to one-fourth or one-fifth of the gross yield. When there is a revision survey or pot hissa measurements take place, the expenses are very heavy and we have the experience when we were in Bombay area that these expenses are practically top heavy and in some part we have seen that several people were ready to alienate the whole of the block instead of bearing the expenses of survey. They have been increased tremendously. So, the tenant will not be able to pay if these expenses are to be paid by him. I suggest that the rents have been increased considerably and these burdens should not be on the tenant.

Sri J. B. MALLARADHYA.—On a point of clarification. In the erstwhile Mysore State, survey and re-survey phodi never forms part of the responsibility of the tenant. I do not know why this doubt has arise in the mind of my friend. This has nothing to do with the survey operation or re-survey operation. He has only to take care of the boundry lines.

Mr. SPEAKER.—The question is:

"That the following words shall be added at the end:—

but not the expenses or a survey of revision survey or of pot hissa measurements."

The amendment was negatived.

Mr. SPEAKER.—The question is:

"Clause 29 stand part of the Bill"

The motion was adopted.

Clause 29 was added to the Bill.

Clauses 30 *to* 35.

Mr. SPEAKER.—The question is:

"That Clauses 30 to 35, both inclusive, stand part of the Bill".

The motion was adopted.

Clauses 30 to 35, both inclusive, were added to the Bill.

Clauses 36 *to* 38.

Mr. SPEAKER.—The question is:

"That Clauses 36, 37 and 38, stand part of the Bill"

The motion was adopted.

Clauses 36, 37, and 38 were added to the Bill.

Clause 39.

Mr. SPEAKER.—There is an amendment.

Sri V. S. PATIL (Belgaum I).—I beg to move:

"That in sub-clause (2) for the words 'which shall be the average of the prices.....the application is made' the words 'which shall not exceed the price prescribed in Section 78 of the Act' shall be substituted."

Mr. SPEAKER.—Amendment moved:

"That in sub-clause (2) for the words 'which shall be the average of the prices.....the application is made' the words 'which shall not exceed the price prescribed in Section 78 of the Act' shall be substituted."

†Sri V. S. PATIL.—Sir according to sub-clause (2) of Clause 39, it means the market price that is available at that time. But the whole purpose of our legislation is not to give the market price to the land holder but some concessions to the tenants. There are certain provisions which we have been made subsequently as to what is to be deemed as the reasonable price for the land which are vested in the Government as well as lands which the Government will transfer to the tenants. We have

set out a particular formula for fixing the price. When we have fixed the rent of the agriculture land in a particular way, why, when the tenant purchases the land, the market price should be there? Why should there be two or three different categories of prices of the land? When we take the land from the land owner as surplus or non-resumable etc., they have set up a price category. So, I submit, the prices which we have indicated in the subsequent sections should be the basis for purchasing the land from the landlord by the tenants and the Tribunal should have the same method of valuing the land when the lands are non-resumable or surplus land. This market price will hard hit the tenants and it will give an unnecessary market to the landlord.

In Bombay area, there is a certain criteria. There it has been mentioned that the price of such land should not exceed 200 times the assessment and it should not be less than 20 times the assessment. Here, we are giving the right to the tribunal and asking them to fix the price at the market rate. I submit that the whole object of enabling the tenants to purchase the land will be nullified because it would be impossible for the tenants to perchase the land at the market rate. The the Hon'ble Minister may kindly reconsider this proposition and have a reasonable view. When the land is non-resumable, the Government will resume the land and fix price according to 67 (*a*) and the tenant will have to pay the same price. But, in this case why should the price be higher? This amounts to discrimination between two sets of landlords. I do not think this is the intention of this legislation.

†Sri M. C. NARASIMHAN.—Sir, I fully endorse the amendment moved by my friend. I do not think in the list of enactments in other States, such a distinction is made between different events in which the land is to pass to the tenant. The object is to see that the tenant becomes the owner. Unless it enables the tenant, to buy the land, there is no use of our enactment. If the average of ten years is taken, it may work also as a disadvantage in very many cases because the nature of the land over the ten years would have changed. What was dry land formerly, would not be dry land to-day. All this would arise when computing the price.

5-00 P.M.

You say that if the average is taken, it is a little bit disavantageous. All along the line it is disadvantageous to him. Why should have sections 78, 47, 39 all different types of compensations, different types of payment to be made, I cannot say.

Sri J. B. MALLARADHYA.—I want the Hon'ble Revenue Minister to read Clauses 59, 77 and 78 in conjunction with Clause 39 for which amendment is brought by my friend Sri V. S. Patil. Are you making it possible for the tenant to purchase any land at all having regard to the provision that you have made in this Bill which purports to be purchased at the prevailing market rate. That is the rate which you are going to give for properties acquired for a public purpose. In such cases you know that you pay as compensation the price prevailing in

(Sri J. B. MALLARADHYA)

the locality spread over a period of ten years which has to be ascertained from entries in the registers of the Sub-Registrar. It amounts to market price. You know Sir, during the last few years, the market price of land has appreciated abnormally. If you fix 10 years average you make it impossible virtually for any prospective tenant to purchase land. If you will kindly see Section 59: it deals with the disposal of land taken over by tenant as provided in Section 77. Section 77 prescribes the procedure of disposing surplus land. So far as this Section 77 is concerned, you cannot make it any amount in excess of what is contemplated in Section 78. Section 78 says: 'ten times the average net annual income'. That is the compensation which you are going to give to the tenant, under Section 77.

Sri KADIDAL MANJAPPA.—Will you read Section 72?

†Sri J. B. MALLARADHYA.—Section 72 deals with compensation for lands surrendered to and vested in State Government and the compensation payable in respect of any land taken over by the State Government under Sections 68, 70 and 71 shall be ten times the average net annual income. Why don't you make this applicable. You should not make it difficult for the average tenant to buy land. He cannot buy land at an exhorbitant price. Keep the price as low as possible, so as not to affect the interest of the landlord. Having regard to the tenant's point of view, I consider that what is contemplated as per amendment suggested by Mr. V. S. Patil seems to be reasonable. That is not going to be excessive for the tenant and it is not going to work as a hardship to any landlord.

ಶ್ರೀ ಸಿ. ಜೆ. ಮುಕ್ಕಣ್ಣಪ್ಪ.—ನ್ಯಾಯವಿ ಸರ್ಕಾರದವರೇನಾದರೂ ಬಡಗೇಣಿದಾರನಿಗೆ ಸ್ವಲ್ಪ ಉಪಕಾರ ಮಾಡಬೇಕೆಂಬ ಮನಸ್ಸಿದ್ದರೆ ಈ ಸಬ್ ಕ್ಲಾಜನ್ನು ನನ್ನ ಸ್ನೇಹಿತರಾದ ಶ್ರೀ ವಿ. ಎಸ್. ಪಾಟೀಲರು ಹೇಳುವಂತೆ ಸ್ವಲ್ಪ ತಿದ್ದುಪಡಿ ಮಾಡಬೇಕೆಂಬ ವಿಚಾರಕ್ಕೆ ಅವರು ಮನಸ್ಸನ್ನು ಕೊಡಲೇಬೇಕು, ಒಂದು ವೇಳೆ ಜೆ.ಮ್ಮಬುನಲ್‌ನವರು ಒಂದುವಾರ ಟೈಂ ಕೊಟ್ಟು 10 ಸಾವಿರ ರೂಪಾಯಿ ಕಟ್ಟಬೇಕೆಂದರೆ ಅದು ಹೇಗೆ ಸಾಧ್ಯ? ಆಗ ಈ ವಿಚಾರ ಏನಾಗುತ್ತೆ? The consideration you are likely to show to the tenants, he is likely to lose it by this provision, because he cannot deposit this huge some of money immediatly either with the tribunal or with the landlord. ಇಲ್ಲಿ ಏಕೋ ಬಹಳ ವೇಗ್ ಆಗಿ ಹೇಳಿದ್ದಾರೆ. ಅದಕ್ಕಾಗಿ ಅವರಿಗೆ ನಿಜವಾಗಿಯೂ ಒಂದು ಪರಿಹಾರ ದೊರೆಯಬೇಕೆಂದಿದ್ದರೆ ಇದನ್ನು ತಿದ್ದುಪಡಿ ಮಾಡಲೇಬೇಕು. ಇದಕ್ಕೆ ಅವಕಾಶವಿದ್ದರೆ ರೂಲ್ಸ್‌ನಲ್ಲಾದರೂ ಒಂದು ಪ್ರಾವಿಜ್ಞ ಆಡಕ ಮಾಡಬೇಕು. ಹಾಗೆ ರೂಲ್ಸ್‌ನಲ್ಲಿ ಆಡಕ ಮಾಡಲು ಅವಕಾಶವಿಲ್ಲವಿದ್ದರೆ ಶ್ರೀ ಪಾಟೀಲರ ತಿದ್ದುಪಡಿಯನ್ನು ದಯವಿಟ್ಟು ಸರ್ಕಾರದವರು ಒಪ್ಪಿಕೊಳ್ಳಬೇಕೆಂದು ಹೇಳುತ್ತೇನೆ. ಬಡವರಿಗೆ ಆಗ ಸ್ವಲ್ಪ ಅನುಕೂಲ ಮಾಡಿದಂತಾಗುತ್ತದೆ. ಬಹಳ ಕಾಲ ಬಡವನಾಗಿದ್ದು ರೈತ ಜಮೀನನ್ನು ಹಸನು ಮಾಡಿ-ಹದಗೊಳಿಸಿದ ಮಾತ್ರ ಜಮೀನ್‌ದಾರನು ಅದನ್ನ ಹೇಗೋ ಮಾಡಿ ಬೇರೆಯವರಿಗೆ ಮಾರಟ ಮಾಡಲು ಅವಕಾಶ ಕೊಡಬಾರದು. ಅದಕ್ಕಾಗಿ ಹಣ ಕಟ್ಟಲು ಗೇಣಿದಾರನಿಗೆ 2 ತಿಂಗಳ ಅವಕಾಶವಿರುವಂತೆ ಈ ಬಿಲ್ಲನ್ನು ಒಂದು ಅಂತವನ್ನು ಆಡಕ ಮಾಡಬೇಕೆಂದು ಹೇಳುತ್ತೇನೆ. ಇಲ್ಲವಿದ್ದರೆ ಶ್ರೀ ಪಾಟೀಲರ ತಿದ್ದುಪಡಿ ಒಪ್ಪಿಕೊಳ್ಳಲಿ ನನ್ನ

ಅಭ್ಯಂತರವಿಲ್ಲ. ಇಲ್ಲವೇ ಕಂತಿನ ಪ್ರಕಾರ ಹಣ ಕೊಡಲು ಅವಕಾಶ ಮಾಡಿಕೊಡಿ. ಇಲ್ಲದಿದ್ದರೆ ನಿಮ್ಮ ಕಾನೂನಲ್ಲಿ ಪುಸ್ತಕದ ಬದನೆಕಾಯಾಗಿ ಉಳಿಯುತ್ತೆ.

†Sri KADIDAL MANJAPPA.—Sir, I have followed the arguments advanced by my learned friends on the other side. This provision applies to lands which the landlord has resumed after the appointed day. There are two other provisions which relate to the payment of compensation—(i) compensation payable to the landlord in respect of non-resumble land, that is 15 times the rent, the other is under 72, which relates to the payment of compensation in respect of surplus land. This is in respect of lands which the landlord is allowed to retain after the appointed day. Even assuming that the landlord will issue him notice, asking him to say whether he is agreeable to purchase the land, if the tenant does not purchase the land, his right is not affected. His tenancy is not affected when the purchaser tries to resume to the land for personal cultivation. Even the tenant can plead that he should have a portion of the land. The tenant is not affected on account of the purchase effected by the landlord.

Sri M. RAMAPPA.—Does it not cover cases of persons landlords who have got concession under section 5. In tnat case they will have to pay market value.

Sri KADIDAL MANJAPPA.—It covers such cases as contemplated in section 5, widows, minors, people in the armed forces etc. I have compared the prices mentioned in Section 78 with the prevailing market price. There is not much difference. 10 years average price is to be calculated under this section. There it is ten years' net annual income. There is not much difference. I think the present provision may remain, because the right of tenant is not affected. There is also provision under Section III for small holders, widows, unmarried women, personnel of the armed forces and persons suffering from disability. If they want to sell it, the tenant's right is not affected.

And then Mr. Muckannappa wanted me to inform him whether any time limit is prescribed. I must tell him that there is a provision in the Bill which will enable the Government to prescribe the time limit to pay the amount.

Mr. SPEAKER.—The question is :

"That in sub-clause (2) for the words "which shall be the average of the prices.....the application is made' the words "which shall not exceed the price prescribed in Section 78 of the Act" shall be substituted. (116)

The amendment was negatived

Mr. SPEAKER.—The next amendment in the name of Sri V. S. Patil, may be moved.

Sri V. S. PATIL.—I do not like to take part in the Debate because of the attitude of the Government and I take a walk-out.

(Sri V. S. PATIL *then withdrew from the House.*)

Sri M. C. NARASIMHAN.—You may consider the position to which we are reduced. There is hardly a reply from the other side except saying that they do not accept the amendment.

Mr. SPEAKER.—The question is :

"This Clause 39, stand part of the Bill."

The motion was adopted.

Clause 39 was added to the Bill.

Clause 40

Mr. SPEAKER.—The question is :

"That Clause 40, stand part of the Bill."

The motion was adopted.

Clause 40 was added to the Bill.

Clause 41.

Mr. SPEAKER.—There is an amendment in the name of Sri B. G. Khot. He is not here. I will put the clause to the House.

The question is :

"That Clause 41, stand part of the Bill"

The motion was adopted.

Clause 41 was added to the Bill.

Clause 42.

Mr. SPEAKER.—There is an amendment in the name of Sri G. Venkatai Gowda. He is not here. I will put the clause to the House.

The question is :

"That Clause 42 stand part of the Bill.

The motion was adopted.

Clause 42 was added to the Bill.

Clauses 43 *and* 44.

Mr. SPEAKER.—The question is :

That Clauses 43 and 44 stand part of the Bill.

The motion was adopted.

Clauses 43 and 44 were added to the Bill.

Clause 45

Sri KADIDAL MANJAPPA.—I beg to move :

"That after sub-clause (4), the following sub-clauses shall be added, namely :—

"(5) If a tenant referred to in sub-section (1) has sub-let any land contrary to the provisions of any law, he shall not be entitled to be registered as an occupant or to a ryotwari patta of the land so sub-let."

"(6) The land held by a tenant before the date of vesting and in respect of which he is not entitled to be registered as an occupant or to a ryotwari patta under this section, shall be disposed of in the manner provided in Section 77."

Mr. SPEAKER.—Amendment moved:

"That after sub-clause (4), the following sub-clauses shall be added, namely :—

"(5) If a tenant referred to in sub-section (1) has sub-let any land contrary to the provisions of any law, he shall not be entitled to be registered as an occupant or to a ryotwari patta of the land so sub-let."

"(6) The land held by a tenant before the date of vesting and in respect of which he is not entitled to be registered as an occupant or to a ryotwari patta under this section, shall be disposed of in the manner provided in Section 77."

†Sri KADIDAL MANJAPPA.—This section is intended to provide for cases in which a tenant has created a sub-tenancy contrary to the provisions of land. Some of the Hon'ble Members suggested that an intermediary should not be allowed to reap the benefit of his unlawful Act. It was suggested by Sri Srinivasa Shetty and others that sub-tenants would be put to very great hardship if the intermediary is allowed to knock away the land. Therefore provision is made here that a tenant who has sub-leased the land to a sub tenant against the provisions of any law will not be registered as on occupant and that such land will vest in Government and the Government will by the rule-making power provide for granting such land to the sub-tenant.

Sri V. SRINIVASA SHETTY.—Is there any provision made that he would get priority over others?

Sri KADIDAL MANJAPPA.—We cannot make that because their possession is unlawful. Therefore, guardedly this amendment is introduced.

Sri V. SRINIVASA SHETTY.—The amendment is not clear.

Sri KADIDAL MANJAPPA.—The idea is that where the law prohibits sub-tenancy and still a sub-tenacy is created under section 49 such sub-tenant will not be registered as occupant.

Sri V. SRINIVASA SHETTY.—I say that legally a tenant is not entitled to sub-lease the land.

Sri S. D. KOTHAWALE.—In the Bombay area under the Bombay Tenancy and Agricultural Lands Act sub-tenancy is prohibited, but if a sub-tenancy is created that will be illegal and action can be taken against the intermediary. Such illegal sub-tenants cannot be recognised. The intention of the Minister is to recognise only lawful sub-tenants and not to recognise unlawful sub-tenants.

Sri C. J. MUCKANNAPPA.—When even a trespasser can cultivate land become the owner, why not a sub-tenant?

Sri KADIDAL MANJAPPA.—I cannot understand the arguments on the other side. The other day it was said that a large number of sub-tenants are there whose rights cannot be recognized under the law as their sub-tenancies were barred by the law. In order to meet such cases only this amendment has been brought in.

Sri M. C. NARASIMHAN.—I was the person who moved an amendment to Clause 4 and I pointed out that even though sub-tenants may be actually cultivating the land they cannot be said to be lawful sub-tenants because under the law applicable to that area, for instance South Kanara, sub-tenancy was prohibited.

Sri KADIDAL MANJAPPA.—Please see Clause 49.

Sri M. C. NARASIMHAN.—I have read Clause 49.

Sri KADIDAL MANJAPPA.—What should happen to the sub-tenants where the leases are not lawful.

Sri M. C. NARASIMHAN.—We are having a particular contingency in mind. What the Revenue Minister has in mind is not made clear. This idea occurs in the previous clauses also. We wanted the deletion of the word "lawful cultivating" and we moved amendments to that effect. This clause as amended will not give the relief which we have in mind. I do not know if there is any law about sub-tenancy in South Kanara but sub-tenancies have been in vogue for years together. It might have been recognised by custom, but I do not know if it is statutorily recognised. If my information is correct, then clause 45 is no answer at all.

Sri V. SRINIVASA SHETTY.—There is some mistake here. I do not know if in the area from which my Hon'ble Friends from Bombay Karnatak come, there is a law prohibiting sub-tenancy.

Sri M. R. PATIL.—Under the Bombay Tenancy Act sub-tenancy is prevented.

Sri V. SRINIVASA SHETTY.—In spite of the law, sub-tenancies have been going on.

Sri M. R. PATIL.—No. It is not going on. May be there are a few cases here and there.

Sri V. SRINIVASA SHETTY.—Then you can punish the tenant. Why punish the sub-tenant who is in possession of the lands and cultivating it. What Mr. Narasimhan pleaded was that sub-tenants who are cultivating the land, legally or illegally, should receive protection. Technically, it may be illegal but it is a fact they have been cultivating the land, knowingly or unknowingly. In South Kanara very large number of people are cultivating the lands as sub-tenants. If the word "lawful" is deleted, it would be much better.

†Sri KADIDAL MANJAPPA.—If the definition of the word "landlord" and the Explanation thereto is carefully read, it will be seen that an intermediary can lease out his land and claim the privilege of resuming the land under Clause 14 to the exception of the sub-tenant. An intermediary can claim to be a landlord under this definition and put an application before the tribunal for resuming the land for personal cultivation though sub-tenancy was illegal or against the provisions of any law. The poor fellow, the sub-tenant, will be put to a good deal of inconvenience. Therefore what I think is if sub-tenancy is unlawful when it was created, the tenant who has created that sub-tenancy, should not be permitted to be registered as occupant The land will vest in Government and Government will take steps to grant the land to the sub-tenants.

Sri J. B. MALLARADHYA.—If you mention that clearly here we, have no objection.

Sri KADIDAL MANJAPPA.—That is my idea. It may be provided under Clause 77 or under rule-making power.

Sri V. SRINIVASA SHETTY.—You have mentioned 3 categories of interm diaries. What about the lot of others?

Sri KADIDAL MANJAPPA.—They would also come.

Mr. SPEAKER.—The question is:

"That after sub-clause (4), the following sub-clauses shall be added, namely:—

"(5) If tenant referred to in seb-section (1) has sub-let any land contrary to the provisions of any law, he shall not be entitled to be registered as an occupant or to a ryotwari patta of the land so sub-let"

"(6) The land held by a tenant before the date of vesting and in respect of which he is not entitled to be registered as an occupant or to a ryotwari patta under this section, shall be disposed of in the manner provided in Section 77"

Tha amendment was adopted.

"That Clause 45 stand part of the Bill,"

The motion was adopted.

Clause 45 was added to the Bill.

Clause 46

Mr. SPEAKER.—The question is:

"That Clause 46 stand part of the Bill."

The motion was adopted

Clause 46 was added to the Bill.

Clause 47

Sri KADIDAL MANJAPPA.—I beg to move:

"That for sub-clause (2) the following sub-clause shall be constituted:—

"(2) The compensation payable shall be the aggregate of:—

(*a*) (i) fifteen times the difference between the value in cash of one-fourth of the gross produce and the land revenue of the land, in the case of land possessing facilities for assured irrigation from a tank or river channel, or

(ii) fifteen times the difference between the value in cash of one-fifth of the gross produce and the land revenue of the land, in the case of land other than land referred to in item (i), or

(iii) where the rent in respcet of the land payable to the landlord under any contract and such rent or the value in cash of such rent, was less than the value referred to in item (i) or item (ii) as the case may be, fifteen times difference between such rent or the value in cash of such rent and the land revenue of such land:

Provided that if the landlord is a small holder the compensation payable shall be twenty times the difference mentioned in item (i) or item (iii), as the case may be:

Provided further that if the tenant in respect of the land was a permanent tenant, the compensation payable shall be six times the difference between the rent payable under clause (*b*) of sub-section (1) of Section 8 and the land revenue payable in respect of such land:

Explanation.—For purposes of item (i) and item (ii) the gross produce of the land shall be determined in accordance with the provisions of Section 8:

(*b*) fifty per cent of the value of the trees on the land, which belonged to the landlord, the gross produce of which is not taken into consideration for purposes of item (i) or item (ii) of sub-clause (*a*); and

(*c*) the depreciated value of any structures on the land constructed by the landlord."

Mr. SPEAKER.—Amendment moved:

"That for sub-clause (2) the following sub-clause shall be substituted :—

(2) The compensation payable shall be the aggregate of :—

(*a*) (*i*) fifteen times the difference between the value in cash of one-fourth of the gross produce and the land revenue of the land, in

the case of land possessing facilities for assured irrigation from a tank or river channel, or

(*ii*) fifteen times the difference between the value in cash of one-fifth of the gross produce and the land revenue of the land, in the case of land other than land referred to in item (i), or.

(*iii*) where the rent in respect of the land payable to the landlord under any contract and such rent or the value in cash of such rent, was less than the value referred to in item (i) or item (ii) as the case may be, fifteen times the difference between such rent or the value in cash rent and the land revenue of such land :

Provided that if the landlord is a small holder the compensation payable shall be twenty times the difference mentioned in item (i) or item (ii) or item (iii), as the case may be :

Provided further that if the tenant in respect of the land was a permanent tenant, the compensation payable shall be six times the difference between the rent payable under clause (*b*) of sub-section (1) of Section 8 and the land revenue payable in respect of such land :

Explanation :—For purposes of item (i) and item (ii) the gross produce of the land shall be determined in accordance with the provisions of Section 8 :

(*b*) fifty per cent of the value of the trees on the land, which belonged to the landlord, the gross produce of which is not taken into consideration for the purposes of item (i) or item (ii) of sub-clause (*a*) :

(*c*) the depreciated value of any structures on the land constructed by the landlord."

† Sri M. C. NARASIMHAN.—On a point of Order. This amendment seeks to increase the expenditure from the consolidated fund. This amendment provides for a higher rate of compensation than was suggested either in the bill or in the Select Committee Report. Previously it was 15 times whatever may be classification of land. The expenditure was for a particular item. By this amendment the Minister has sought to increase the expenditure to be incurred from the consolidated fund. I would like to know whether it is in order. He has to obtain the Governor's assent. I would like to ask whether the Governor's consent has been obtained for this purpose.

Mr. SPEAKER.—I will refer the Hon'ble Member to Article 207 (1). The Article refers to a Bill and not to an amendment. Where a money Bill is to be introduced which involves expenditure from the consolidated fund then Governor's assent becomes necessary.

5-30 P.M.

"A Bill which, if enacted and brought into operation would involve expenditure from the Consolidated Fund of a State shall not be passed by a House of the Legislature of the State

(Mr. SPEAKER)

unless the Governor has recommended to that House the consideration of the Bill."

It talks of the Bill and not of the amendment. Article 207 only refers to the Money Bill. Here where the question of expenditure is involved, it must be a Bill and not an amendment. So an amendment does not require the Governor's recommendation.

Sri KADIDAL MANJAPPA.—The only new clause that is inserted here is to the effect that in the case of small holders, the compensation should be paid twenty times instead of 15 time rent minus land revenue.

Mr. SPEAKER.—I will put the amendment of the Minister. The question is :

"That sub-clause (2) the following sub-clause shall be substituted :—

"(2) The compensation payable shall be the aggregate of :—

(*a*) (*i*) fiften times the difference between the value in cash of one-fourth of the gross produce and the land revenue of the land, in the case of land possesing facilities for assured irrigation from a tank or river channel, or

(*ii*) fifteen times the difference between the value in cash of one-fifth of the gross produce and the land revenue of the land, in the case of land other than land referred to in item (i), or

(*iii*) where the rent in respect of the land payable to the landlord under any contract and such rent or the value in cash of such rent, was less than the value referred to in item (i) or item (ii) as the cass may be, fifteen times the difference between such rent or the value in cash of such rent and the land revenue of such land :

Provided that if the landlord is a small holder the compensation payable shall be twenty times the difference mentioned in item (i) or item (ii) or item (iii), as the case may be :

Provided further that if the tenant in respect the land was a permanent tenant, the compensation payable shall be six times the difference between the rent payable under clause (b) of sub-section (1) of Section 8 and the land revenue payable in respect of such land :

Explanation :—For purposes of item (i) and item (ii) the gross produce of the land shall be determined in accordance with the provisions of Section 8 :

(*b*) fifty per cent of the value of the trees on the land, which belonged to the landlord, the gross produce of which is not taken into consideration for purposes of item (i) or item (ii) of sub-clause (*a*) ; and

(*c*) the depreciated value of any structures on the land constructed by the laudlord."

The amendment was adopted

Mr. SPEAKER.—Now since this is accepted, all the other amendments are barred. If an Hon'ble Member had wanted any amendment, it ought to have been an amendment to the Miniser's amendment.

Sri J. B. MALLARADHYA.—There is no time to look into it.

Mr. SPEAKER.—This is in the Fourth List containing amendmets to Clauses 14, 15, 16, 21 and 22 which have been moved by the Honourable Minister. So far as this List is concerned, it has been with the Honourable Members since yerterday.

ಶ್ರೀ ಎಂ. ರಾಮಪ್ಪ.—ಮರ್ಜಾರಾಧ್ಯರ ಅಮೆಂಡ್‌ಮೆಂಟ್ ಬಹಳ ಸಬ್‌ಸ್ಟಾನ್ಷಿಯಲ್ ಅಮೆಂಡ್‌ಮೆಂಟು. one-fourth ಇರುವುದನ್ನು one-fifth ಗೆ ರೆಡ್ಯೂಸ್ ಮಾಡಬೇಕೆಂದು ಹೇಳುತ್ತದೆ.

Mr. SPEAKER.—He may look to the result. Under the rules, when a sub-clause of the original Bill is replaced by an amendment, all the amendments to the original sub-clause are also gone. Since the amendment replacing the whole of sub-clause (2) is accepted, all the amendments are barred. That is the rule. None can help it.

Sri M. C. NARASIMHAN.—The clauses are before the House and the Minister's amendment should be treated as any other amendment.

Mr. SPEAKER.—The other day I read also the rule that the amendment of the Minister takes priority. Since it takes priority I put it. If it had been defeated, then all these amendments to the original clause would have been relevant.

Sri J. B. MALLARADHYA.—On one or two previous occasions, you permitted oral a amendments to be moved on the Floor of the House. Will you also co cede the point .....

Mr. SPEAKER.—I would have conceded that too because the whole of the amendment has been acepted. Now I will put the clause to the House; The question is :

"That Clause 47, as amended stand part of the Bill."

The motion was adopted.

Clause 47 as amended was added to the Bill.

Clause 48.

Mr. SPEAKER.—The question is :

"That Clause 48 stand part of the Bill."

The motion was adopted.

Clause 48 was added to the Bill.

Clause 49.

Mr. SPEAKER.—Sri V. S. Patil is not here. The question is :

"That Clause 49 stand part of the Bill."

The motion was adopted.

Clause 49 was added to the Bill.

Clause 50.

Mr. SPEAKER.—Sri V. S. Patil is not present. The qnestion

"That Clause 50 stand part of the Bill."

The motion was adopted.

Clause 50 was added to the Bill.

Clause 51.

Mr. SPEAKER.—Amendment of Sri Desai....

Sri B. A. DESAI (Kalghatigi).—I beg to move :

"That in line 2 of item (*b*) between the words 'rupees' and 'shall' the following words shall be inserted :—

"or the sum equivalent to 50 per cent of the total amount of compensation to be paid to each individual whichever is more".

Mr. SPEAKER.—Amendment moved :

"That line 2 of item (*b*) between the words 'rupees' and 'shall' the following words shall be inserted :-

"or the sum equivalent to 50 per cent of the total amount of compensation to be paid to each individual whichever is more".

ಶ್ರೀ ಬಿ. ಎ. ದೇಸಾಯಿ.—ನಾನು ಕಲಮು 51 ರಲ್ಲಿ ತಂದಿರುವ ತಿದ್ದುಪಡಿಯ ಉದ್ದೇಶ ಎಷ್ಟೇ ಪರಿಹಾರವನ್ನು ಕೊಡುವಾಗ ಹತ್ತು ಸಾವಿರ ರೂಪಾಯಿಗಳಷ್ಟು ಮಾತ್ರ ನಗದಾಗಿ ಕೊಡಬೇಕು ಮತ್ತು ಉಳಿಕೆಯಾದುದನ್ನು ಬಾಂಡುಗಳ ಮೂಲಕ ಕೊಡಬೇಕೆಂದು ಈ ಬಿಲ್ಲಿನಲ್ಲಿ ಹೇಳಲಾಗಿದೆ. ಆದರೆ ನಾನು ಇಲ್ಲಿ ಸಲಹೆ ಮಾಡುವುದು ಒಟ್ಟು ಪರಿಹಾರದ ಎಷ್ಟೇ ಬರಲಿ ಅದರಲ್ಲಿ ಅರ್ಧದಷ್ಟನ್ನಾದರೂ ನಗದು ರೂಪದಲ್ಲಿ ಕೊಟ್ಟರೆ ಬಹಳ ಅನುಕೂಲವಾಗುತ್ತದೆ. ಇದರಿಂದ ರೈತನಿಗೂ ತೊಂದರೆಯಾಗುವುದಿಲ್ಲ. ಈಗಿರುವಂತೆ ಆದರೆ ಸರಕಾರದಿಂದ ಬರುವ ಬಾಂಡುಗಳನ್ನು ತೆಗೆದುಕೊಂಡು ಹೋಗಿ ಅದರ ಮೇಲೆ ಸಾಲ ತೆಗೆದುಕೊಳ್ಳಬೇಕಾದರೆ ಸಾಲದ ಹಣಕ್ಕೆ ಶೇಕಡಾ 9 ರಷ್ಟು ಬಡ್ಡಿ ಕೊಟ್ಟರೂ ಸಿಗುವುದು ಕಷ್ಟ. ಆದಕಾರಣ ನಾನು ತಿದ್ದುಪಡಿಯಲ್ಲಿ ಸೂಚಿಸಿರುವಂತೆ ಒಟ್ಟು ಪರಿಹಾರದ ಬೊಬ್ಬಗಿನಲ್ಲಿ ಅರ್ಧದಷ್ಟನ್ನಾದರೂ ನಗದು ರೂಪವಾಗಿ ಕೊಡಬೇಕು ಎನ್ನುವಂತೆ ತಿದ್ದುಪಡಿ ಮಾಡಿದರೆ ರೈತಾಪಿ ಜನಕ್ಕೆ ತುಂಬಾ ಅನುಕೂಲವಾಗುತ್ತದೆ. ಆದ್ದರಿಂದ ಈ ತಿದ್ದುಪಡಿಯನ್ನು ಮಾನ್ಯ ಮಂತ್ರಿಗಳು ಒಪ್ಪಿಕೊಳ್ಳಬೇಕೆಂದು ಕೋರುತ್ತೇನೆ.

Sri KADIDAL MANJAPPA.—Sir, we have dealt with the matter very liberally providing in the bill for payment of compensation up to ten thousand rupees in cash in lumpsum. Over and above this, it is not possible to accommodate the landlords.

Mr. SPEAKER.—The question is :

"That in line 2 of item (*b*) between the words 'rupees' and 'shall' the following works shall be inserted :—

"or the sum equivalent to 50 per cent of the total amount of compensation to be paid to each individual whichever is more."

The amendment was negatived

Mr. SPEAKER.—The question is :

"That Clause 51 stand part of the Bill"

The motion was adopted

Clause 51 was added to the Bill.

Clauses 52 *to* 56

Mr. SPEAKER.—The question is :

"That Clauses 52 to 56, both inclusive, stand part of the Bill"

The motion was adopted

Clauses 52 to 56, both inclusive, were added to the Bill.

Clause 57

Smt. RATNAMMA MADHAVA RAO.—I do not propose to move the amendment.

Mr. SPEAKER.—The question is :

"That Clause 57 stand part of the Bill.

The motion was adopted

Clause 57 was added to the Bill.

Clauses 58 *and* 59

Mr. SPEAKER.—The question is :

"That Clauses 58 and 59 stand part of the Bill"

The motion was adopted

Clauses 58 and 59 were added to the Bill.

Clause 60

Mr. SPEAKER.—There is an amendment. It is inadmissible. The question is :

"That Clause 60 stand part of the Bill"

The motion was adopted

Clause 60 was added to the Bill.

Clauses 61 *and* 62

Mr. SPEAKER.—The question is :

"That Clauses 61 and 62 stand part of the Bill"

The motion was adopted

Clauses 61 and 62 were added to the Bill.

Mr. SPEAKER.—Now the House rises and will meet to-morrow at 12 NOON.

The House adjourned at Fifty Minutes past Five of the Clock to meet again at Twelve of the Clock on Tuesday, the 12*th September* 1961.
